NANCY ANN WEICHT	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS	*	FOR
ROY MERLE WEICHT	*	CARROLL COUNTY
DEFENDANT	*	CIVIL CASE NO. 0622

****

ORDER

In accordance with the attendant Memorandum Opinion, it is this 23RD day of June, 1987, by the Circuit Court for Carroll County

ORDERED that the Supplemental Complaint filed by the Defendant, Roy Merle Weicht, be and hereby is DISMISSED; and it is further

ORDERED that the Plaintiff, Nancy Ann Weicht, be and hereby is divorced a vinculo matrimonii from the Defendant, Roy Merle Weicht; and it is further

ORDERED that the marital property be sold and the proceeds distributed among the parties with twenty percent (20%) of the proceeds going to the Defendant and eighty percent (80%) of the proceeds going to the Plaintiff as set forth in the attendant Memorandum Opinion; and it is further

ORDERED that the Defendant pay all the marital debts; and it is further

ORDERED that the Defendant pay the Plaintiff's Attorney's fees of $3,580; and it is further

ORDERED that the Defendant pay the costs of these proceedings.

Luke K. Burns, Jr.

Luke K. Burns, Jr.
Associate Judge

COPIES: Johnson & Parker
Thomas F. Stansfield, Esq.

NANCY ANN WEICHT	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS	*	FOR
ROY MERLE WEICHT	*	CARROLL COUNTY
DEFENDANT	*	CIVIL CASE NO. 0622

****

MEMORANDUM OPINION AND ORDER

The present case came on for trial on July 17, 1986, both parties having filed a Complaint for Absolute Divorce. Testimony was presented to the Court at the conclusion of which the matter was held sub-curia.

I.

DIVORCE

The parties hereto were married on July 8, 1956 in a religious ceremony in Hagerstown, Washington County, Maryland. Two children were born of this marriage, both of whom are now emancipated. The Plaintiff has resided in Carroll County for more than one year prior to the filing of her Complaint for Absolute Divorce.

The Plaintiff testified that the parties separated on or about November 27, 1984. Since that time, there has been no

cohabitation between the parties and there is no reasonable expectation of reconciliation.

The Plaintiff's testimony was corroborated by her daughter, Gloria Zepp. Accordingly, the Court will Order that the Plaintiff, Nancy Ann Weicht, be and hereby is absolutely divorced from the Defendant, Roy Merle Weicht, pursuant to Md. Fam. Law Code Ann. sec. 7-103(a)(3) (1984 Repl. Vol.). The Court will dismiss the Defendant's Supplemental Complaint for Divorce.

II.

ALIMONY

The Plaintiff appears to be a candidate for permanent alimony under Md. Fam. Law Code Ann. sec. 11-106(b) & (c) (1984 Repl. Vol.). She has asthma and emphysema and a weak heart. She has difficulty performing activities of daily living. She takes five or six prescription medications a day. She is, in essence, permanently disabled.

The Plaintiff nevertheless requests that the Court not award her alimony. To do so would cut her off from the medical benefits she now receives, such as the use of a Medicaid Card and the receipt of Supplemental Security Income. These governmental benefits are of great importance to the Plaintiff: no award of alimony can satisfy the Plaintiff's medical needs. The Court, therefore, will not award alimony to the Plaintiff.

III.

Monetary Award

The Plaintiff requests that the Court make her a monetary award. Md. Fam. Law Code Ann. sec. 8-205(a) (1986 Cum. Supp.) provides for a three step process in any decision to make such an award. First, the Court must determine which property is marital. Second, the Court must determine the value of the marital property. Third, the Court may make a monetary award as an adjustment of the parties' equity and rights concerning the marital property, whether or not alimony is awarded. Harper v. Harper, 294 Md. 54 (1982). If a monetary award is deemed appropriate, the Court must consider each of the ten factors enumerated in Md. Fam. Law Code Ann. sec. 8-205(b) (1986 Cum. Supp.) to determine a fair and equitable award and the method of its payment. Ward v. Ward, 52 Md. App. 336, 445-46 (1982). Our assessment of the marital assets utilizing this process is as follows:

MARITAL ASSETS [1]

Miscellaneous Land tools[2]	800
Paver[2]	1,000
Truck bodies[2]	300
Refrigerator & stove[2]	200
Furnace[2]	200
Ten truck tires[2]	250
International truck tractor [2]	13,000

El Camino[2]	1,200
Personal property in home	1,500
Family home [3]	72,000
Total Assets	$90,450

The following is our assessment of the marital debts:

Marital Debts

Mortgage on family home	6,000.00
Mortgage on truck tractor	9,000.00
Sinai Hospital judgment	1,218.71
Federal tax lien	3,773.82
Maryland tax debt	1,005.50
Total Debt	$20,998.03

The marital property (marital assets minus marital debts) available for distribution is $69,451.97. Before the Court can make distribution it must consider the factors enumerated in Md. Fam. Law Code Ann. sec. 8-205(b) (1986 Cum. Supp.). The Plaintiff worked and contributed financially to the family's well-being for as long as she was able physically. Each party made nonmonetary contributions to the well-being of their now emancipated children as well. The Defendant has greater property interests than the Plaintiff -- no marital property is titled in the Plaintiff's name alone. See Marital Assets Chart

and accompanying footnotes. The Defendant earns approximately $3,500 per month in gross income and reports expenses in the amount of $3,527 per month. The Plaintiff is unable to earn a wage and receives $224.00 per month in Supplemental Security Income, $44.00 per month in food stamps, and approximately $609.00 per month in prescription medicine from medicaid.

The parties separated voluntarily. Their separation was precipitated, however, by physical and verbal abuse thrust on the Plaintiff by the Defendant after thirty years of marriage. The Defendant is healthy and able to continue to work. The Plaintiff is completely disabled and unable to perform activities of daily living. No pension plan is involved. No alimony will be awarded. The Court also notes that the Defendant is in arrearage in temporary alimony payments.

Considering all of the above, the Court is of the opinion that the value marital property should be distributed as follows: twenty percent, or $13,890.39, to the Defendant and eighty percent, or $55,561.58 to the Plaintiff. Because the Court is unable to transfer title, the Court will order all marital property sold, the monies received from the sale to be split 20/80 as above. The Court will Order the Defendant to pay all the marital debts.

IV.

Attorney's Fees

The Plaintiff requests that the Court order the Defendant to pay the Plaintiff's Attorney's fees of $3,580. In ruling on a request for attorney's fees, the Court must consider the financial status of both parties and their respective needs. The Defendant is better able to afford the payment of these fees. The Court, therefore, will grant the Plaintiff's request.

Date: June 23, 1987 Luke K. Burns

Luke K. Burns, Jr.
Associate Judge

Date

[1] The 1980 Cadillac titled in the Plaintiff's name was a gift and thus is not marital property. See Md. Fam. Law Code Ann. sec. 8-201(e)(2)(ii) (1984 Repl. Vol.). The 1977 Chevrolet truck, the 1975 Chevrolet truck, the 1969 Ford truck, the Low Boy Trailer, and the Allis Chalmers loader were sold prior to the hearing and, thus, are not marital property.

[2] These items are titled in the Defendant's name.

[3] The family home is titled in the names of both parties.

JOHN HUGH TURNER, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
BONNIE LYNN TURNER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3842

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29th day of June, 1987, that the Plaintiff, JOHN HUGH TURNER, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, BONNIE LYNN TURNER; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, BONNIE LYNN BEASLEY; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD
JUN 30 12 25 PM '87
LARRY M. SHUPLEY CLERK

ELAINE MICHELLE BOSTIC	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAYME LEE BOSTIC	:	Carroll County
Defendant	:	Case No. CV 4128

JUDGMENT OF ABSOLUTE DIVORCE

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 14th day of June, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Elaine Michelle Bostic, be and she is hereby granted an Absolute Divorce from the Defendant, Jayme Lee Bostic; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated February 10, 1987 and filed in this cause of action, be and it is hereby approved and incorporated but not merged into this Judgment of Absolute Divorce; and

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

Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 10th day of February, 1987, by and between JAYME LEE BOSTIC, hereinafter called "Husband", and ELAINE MICHELLE BOSTIC, hereinafter called "Wife".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 10, 1985, in Carroll County, Maryland. Nochildren were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since January 22, 1986, 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 alimony, counsel fees, their respective rights in the property or estate of the other, and in the 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 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. NON-WAIVER OF GROUNDS. 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.

Pl. Exhibit No. 1

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall 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 hereafter 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 relation with the other, or to exert or demand any right to reside in the home of he 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 joined in matrimony.

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 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 or her property as if he/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

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 Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, 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 or her shall pass by his/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.

3. ALIMONY AND SUPPORT. 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.

4. INSURANCE.

4A. Automobile Insurance. Wife shall be solely responsible to pay the premium for automobile insurance on the 1979 Pontiac Trans-Am automobile, hereinafter conveyed to Wife to be hers solely and exclusively. Wife shall hold and save Husband harmless from the expenses which she covenants to pay in this paragraph, and shall indemnify Husband from any liability therefor.

5. PERSONAL PROPERTY.

5A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

5B. Prior to the execution of this Agreement, the parties divided 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 stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

5C. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1979 Pontiac Trans-Am automobile, now titled in both their names.

5D. Said automobile is subject to a loan at Carroll County Bank and Trust Company, with a present balance due and owing of approximately Four Thousand Dollars ($4,000.00).

5E. Wife hereby agrees to assume sole responsibility to pay said loan, and Wife shall hold and save Husband harmless from the expenses which he covenants to pay herein, and shall indemnify Husband from any liability therefor.

5F. To effectuate the purpose of this paragraph, Husband shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the registration of said automobile in the Wife's name alone.

6. DEBTS.

6A. 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.

6B. All debts shall be divided by Husband and Wife as provided for and as listed in Exhibit A, Outstanding Debts, attached hereto and incorporated herein by reference. Husband shall hold Wife harmless and shall indemnify her from any and all liability for any debts listed in said Exhibit A. From and after the date of this Agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations.

7. INCOME TAX RETURNS. The parties shall file separate Federal and State income tax returns for the calendar year 1986, and for any subsequent year during which the parties shall be Husband and Wife and entitled under the applicable laws and regulations to file joint returns, 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 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; and each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions. The parties hereby agree to divide any

refund in taxes received as a result of filing jointly Federal and State income tax returns pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year.

7. 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, 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 exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), 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 of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now 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 widower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of

Maryland, as from time to time amended, 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 any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

8. 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 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.

9. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonable required to effectuate the purposes of this Agreement.

10. INCORPORATION IN DECREE. 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. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and 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.

11. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

12. 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 this 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.

13. VOLUNTARINESS AND ACKNOWLEDGEMENT. 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, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

14. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

15. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the

convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

16. 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, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

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

WITNESS:

M L Baum _____ Jayme L Bostic (SEAL)
JAYME LEE BOSTIC

M L Baum _____ Elaine Michelle Bostic (SEAL)
ELAINE MICHELLE BOSTIC

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of February, 1987, the above-named JAYME LEE BOSTIC, personally appeared before me 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 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.

Notary Public

My Commission Expires: 07/01/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of February, 1987, the above-named ELAINE MICHELLE BOSTIC, personally appeared before me 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 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.

Notary Public

My Commission Expires: 7/1/90

EXHIBIT A

OUTSTANDING DEBTS

HUSBAND

1. Loan with Finance One in the amount of approximately $1,500.00, for engine work on husband's car.
2. Loan with Carroll County Bank & Trust Company in the amount of approximately $1,200.00, which loan was obtained by the parties for consolidation of their bills.
3. Bill owed to Barnes Towing in the amount of approximately $450.00 for work on husband's car.
4. Bill owed to David's Jeweler's in the amount of approximately $550.00, which bill was created by husband for the purchase of jewelry.
5. Bill owed to Dutterer's Florists in the amount of approximately $100.00, which bill was created by husband for the purchase of flowers.

WIFE

1. Mastercard credit card account in the amount of approximately $1,300.00.
2. Visa credit card account in the amount of approximately $1,400.00.
3. Fashion Bug credit card account in the amount of approximately $750.00.
4. Zales revolving charge account in the amount of approximately $75.00.
5. Sears credit card account in the amount of approximately $480.00.

ROBERT E. CROMWELL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
KATHLEEN L. CROMWELL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3787

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29th day of June, 1987, that the Plaintiff, ROBERT E. CROMWELL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, KATHLEEN L. CROMWELL; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, ROBERT CLINT CROMWELL (born May 18, 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 ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 14, 1984 and filed in this case, to the extent that the same are not inconsistent with this Judgment, 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.

JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 14 day of JUNE, 1984, by and between ROBERT EDWARD CROMWELL, herein called "Husband" and KATHLEEN LOUISE CROMWELL, herein called "Wife."

WHEREAS, the parties hereto are now Husband and Wife, having been legally married in a civil ceremony in Prince Georges County, Maryland on June 2, 1972, and whereas certain irreconcilable differences have arisen between the said parties for which reason they have mutually and voluntarily agreed to separate 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, with the intent of ending 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, 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 other.

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

Pl. #1
6/14/84

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:

DIVISION OF TANGIBLE PERSONAL PROPERTY

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

INTANGIBLE PERSONAL PROPERTY

(b) Husband and Wife further agree that Husband shall retain as his own property all stocks, bonds, cash, and sums on deposit in checking and savings accounts in his name or in his possession at the time of this Agreement, and that Wife shall retain as her own property all stocks, bonds, cash, and sums on deposit in checking and savings accounts in her name or in her possession at the time of this Agreement, except as hereinafter otherwise provided.

AUTOMOBILES

(c) It is further agreed by and between Husband and Wife that the Wife shall retain as her property free and clear of any claim of the Husband whatsoever the 1976 Ford Pinto automobile and that the Husband shall execute whatever documents may be necessary for Wife to obtain a title in her name alone.

(d) It is further 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 1973 Ford pick-up Truck.

DIVISION OF REAL PROPERTY

(a) The Husband and Wife own certain real property located in the Second Election District of Carroll County, Maryland, as more particularly described in a deed recorded among the Land Records of Carroll County in Liber 536, Folio 517, et. seq., known as Lot 18, on a Revised and Reassembled Plat of Lots One and Four and Tract B of Millbros Hills containing 11.726 acres more or less and the improvements thereon known as 1175 Baust Church Road. It is agreed by and between Husband and Wife that this property shall be treated as follows:

(1) Simultaneous with the execution of this Agreement, the Wife will convey her interest in the above described property in a deed to Husband. The Husband shall be responsible for the payment of all fees and costs relating to the transfer of this property.

(2) From and after the date of this Agreement, the Husband shall be solely responsible for the payment of all charges related to the property, insurance payments, real estate taxes, any other governmental assessments, and Mortgage to Union National Bank, as recorded among the Land Records of Carroll county in Liber 536, Folio 520, et. seq.

(b) The Husband and Wife are joint owners of certain real property located in the First Election District of Carroll County as more particularly described in a deed recorded among the Land Records of Carroll County in Liber 696, Folio 183, et seq., known as Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 and known as 115 York Street. It is agreed by and between Husband and Wife that this jointly held property shall be treated as follows:

(1) Simultaneous with the execution of this Agreement, the wife will convey her interest in the above-mentioned property to the Husband in a deed. The Husband shall be responsible for the payment of all fees and costs relating to the transfer of this property.

(2) From and after the date of this Agreement, the Husband shall be solely responsible for the payment of all charges related to the property, insurance payments, real estate taxes, any other governmental assessments, and mortgage to Union National Bank as recorded among the Land Records of Carroll County in Liber 696, Folio 185, et. seq.

As consideration and payment in full for all of her right, title and interest, together with all contents therein of all of the real property aforedescribed the Husband shall pay to the Wife Five Thousand Dollars ($5,000.00) on the date this Agreement is signed and Seven Thousand Five Hundred Dollars ($7,500.00) one year from the date this Agreement is signed and said sum shall represent the net value of the Wife's share of all jointly owned property.

DEBTS It is agreed by and between Husband and Wife that the Husband shall assume responsibility for all outstanding debts of the family of which he has knowledge as of the date of the signing of this Agreement, and that each party shall be responsible for debts contracted by him or her from that date forward.

ALIMONY In consideration of the promises and covenants contained in this Agreement, the Wife hereby releases and discharges the 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 and maintenance, both pendente lite and permanent; and Husband hereby 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 and maintenance, both pendente lite and permanent. The parties expressly acknowledge that their mutual waivers of alimony and support and maintenance herein set forth are not subject to any modification by any court for any reason whatsoever.

CHILD SUPPORT Husband shall pay Wife for the support and maintenance of Scott Lee Cromwell and Robert Clint Cromwell the sum of Twenty-five Dollars ($25.00) per week per child for each week said child or children are in the Wife's care and custody. Said child support shall commence on the date of this Agreement and continue until said child or children are not in the care or custody of said Wife or until said child reaches the age of eighteen (18),

becomes self-supporting, emancipated, or dies, whichever event is first to occur.

CUSTODY AND VISITATION The Wife shall have the care and custody of the two minor children of the parties, namely Scott Lee Cromwell born June 21, 1968 and Robert Clint Cromwell born May 18, 1974. It is 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. In order to avoid unnecessary confusion or misunderstanding and to provide some stability for the children, the parties will make a good faith effort to arrange visitations on a pre-arranged schedule and to abide by that schedule. The parties recognize that these visitation provisions are intended to be in the best interest of the children, and that circumstances do require changes and adjustments in the pre-arranged visitation schedule from time to time. To that end, Husband and Wife agree to maintain flexibility and good faith in effectuating the visitation rights of Husband and to make such adjustments as are necessary from time to time as required by either of their schedules in order to comply with the spirit and intent of this visitation provision. Each party agrees to give reasonable notice to the other when a change in the visitation schedule becomes necessary. Wife agrees to make every effort to comply with the requested visitation unless she or the children have already made alternative and conflicting plans for the requested time, in which case the parties will attempt, in good faith, to mutually agree on substitute times.

DIFFERENCE IN VALUE OF PROPERTY APPORTIONED — The parties hereto declare that the difference between the net value of the jointly-owned property apportioned to Husband and the net value of the jointly-owned property apportioned to Wife as set forth in this Agreement is none or minimal, and both parties hereby waive and release all claims arising from such difference, if any.

WAIVER OF CLAIMS — 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, courtesy or any other interest or money demand and specifically including any and all rights either may have under the provisions of Article 3-6A of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, 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.

SUBSEQUENT DIVORCE AND INCORPORATION OF AGREEMENT — Nothing herein contained shall be deemed a waiver of any past or future conduct of either of the parties and further, nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for partial or absolute divorce against the other in any court of competent jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit. In the event any such action is instituted, the parties shall be bound by all of the terms of this Agreement with regard to property rights and support. If consistent with the rules of practice of the Court granting a decree of absolute divorce, the provisions of this Agreement, or the substance thereof, shall be incorporated in such decree; 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 — 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 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 hereto.

POWER OF ATTORNEY 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 The parties hereto declare that they fully understand all the terms and provisions of this Agreement, that each has been advised of his respective legal rights and liabilities, and that each signs this Agreement freely and voluntarily,acting under the advice of independent counsel, or knowing that each of them has the right to consult independent counsel of his or her choice and has waived such right, 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:

Robert Edward Cromwell (SEAL)
ROBERT EDWARD CROMWELL

Kathleen L Cromwell (SEAL)
KATHLEEN LOUISE CROMWELL

STATE OF MARYLAND:

COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 14 day of June, 1984, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared ROBERT EDWARD CROMWELL 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 penalty 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 separately and apart since that date.

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

Notary Public

LARRY A. HILTERIDLS NOTARY PUBLIC CARROLL COUNTY

My Commission Expires: 7-1-84

STATE OF MARYLAND:

COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 14 day of June, 1984, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared KATHLEEN LOUISE CROMWELL 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 penalty 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 separately and apart since that date.

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

Notary Public

LARRY W. SHELTEBRIDLE NOTARY PUBLIC CARROLL COUNTY

My Commission Expires: 7-1-86

RICHARD K. KELLY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DARLENE SUSAN KELLY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3678

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29th day of June, 1987, that the Plaintiff, RICHARD K. KELLY, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DARLENE SUSAN KELLY; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated October 13, 1981 and filed in this case 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.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD JUN 30 12 23 PM '87

LARRY W. SHIPLEY CLERK

THIS AGREEMENT, made this 13TH day of October, 1981, by and between RICHARD KRAMER KELLY, hereinafter called "Husband", party of the first part, and DARLENE SUSAN KELLY, hereinafter called "Wife", party of the second part.

EXPLANATORY STATEMENT

WHEREAS, the parties were married on October 11, 1970 in Glyndon, Maryland by a religious ceremony. There were no children born as a result of this marriage, and none is expected.

WHEREAS, on December 30, 1980, the parties agreed voluntarily to live separate and apart without any cohabitation, and on said date they did in fact voluntarily separate and they have been living apart ever since in separate places of abode. They now desire to enter into an agreement to formalize said agreement of voluntary sepration and to settle their respective property rights.

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 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 30, 1980, do hereby expressly agree to continue to do so. Neither of the parties shall inteffere with nor 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

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

Ph #1
4/9/87

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, at the time of the signing of this Agreement, by such documents as may be necessary, and at Husband's own cost and expense, convey unto Husband all of her right, title and interest in and to the home property now owned by them as tenants by the entireties, in fee simple, and known as 3428 Sykesville Road, Westminster, Maryland 21158. Husband shall assume and pay, in accordance with its terms, the existing mortgage, and he shall indemnify and hold Wife harmless from any and all liability in connection with said mortgage. In consideration of the Wife transferring all her right, title and interest in said property to the sole name of the Husband, the Husband agrees to pay to the Wife the cash sum of Twenty Thousand Dollars ($20,000.00). Said sum to be paid as follows and at the rate of ten percent (10%) simple interest per year, payable annually, on the unpaid balance and to be secured by way of a Note and Second Mortgage from Husband to Wife.

a) Five Thousand Dollars ($5,000.00) at the time of the execution of this Agreement.

b) Five Thousand Dollars ($5,000.00), two years from the date of this Agreement.

c) Five Thousand Dollars ($5,000.00), four years from the date of this Agreement.

d) Five Thousand Dollars ($5,000.00), six years from the date of this Agreement.

4. In consideration of the mutual Agreement of the parties to live separate and apart, and the fact that each is gainfully employed, and in further consideration of all the other provisions contained in this Agreement which enure to the benefit of Wife, the Wife hereby waives and releases Husband from any obligation to pay her any sum for temporary or permanent alimony, or for maintenance and support, whether, past, present or future, it having been explained to her and recognized by her, that, by the execution of this Agreement,

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

she cannot, at any time in the future make any claim against said Husband for alimony, maintenance or support.

In consideration of the mutual Agreement of the parties to live separate and apart, and the fact that each is gainfully employed, and in further consideration of all the other provisions contained in this Agreement which enure to the benefit of Husband, the Husband hereby waives and releases Wife from any obligation to pay him any sum for temporary or permanent alimony, or for maintenance and support, whether, past, present or future, it having been explained to him and reocgnized by him, that, by the execution of this Agreement, he cannot, at any time in the future make any claim against said Wife for alimony, maintenance or support.

5. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to all of the household furniture, fixtures and chattels now located in the home of the parties located at 3428 Sykesville Road, Westminster, Maryland with the exception of the personal property items listed on Schedule A, attached hereto, and which shall be part of this Agreement, and which items shall remain the sole and separate property of the Wife, with no claim of the Husband thereto. Husband agrees that Wife shall have the right to leave said items of personal property, on Schedule A, at the marital home and remove them at her convenience at any time.

6. Husband does hereby transfer and assign unto Wife, all of his right, title and interest in and to the 1978 Plymouth Volare automobile. Husband hereby agrees to execute the

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

title thereto, an MVA form gift certificate and such other documents as are necessary and proper to effect the transfer and assignment of said automobile to Wife.

7. The parties presently own as joint tenants, the following savings accounts:

BANK	APPROXIMATE CURRENT BALANCE
Union Trust Bank of Maryland	$600.00
Reisterstown Federal Savings and Loan Association	182.00

The parties agree, that upon the signing of this Agreement, to divide evenly the balances in each account.

8. Husband hereby relinquishes any right title or interest he may have in the U. S. Government Savings Bonds that Wife has been purchasing from her earnings for the past several years, so that she shall be the sole owner of same with no claim of Husband thereto.

9. Subsequent to the separation of the parties, each party will be responsible for their own medical and life insurance programs and needs.

10. Except as specifically provided for in this Agreement, all personal property and real property (including but not limited to securities, bonds, stocks, notes, bank accounts, retirement plans, pension plans, profit sharing plans, individual retirement accounts, and automobiles) now in the possession of either party or titled in the name of either party shall be and

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

remain the property of the party in possession thereof or in whose name the property is titled and the other party does hereby waive all right, title and interest that he or she may have in such property.

Each party shall have as and for his or her own property, free and clear of any demand of the other, those things which are personalty to each, such as clothing and jewelry.

11. The parties do hereby covenant and agree that they will not in the future pledge the credit of the other nor will they incur any bills, debts or charges for which the other may be liable for payment. The parties do hereby agree to hold the other harmless from any liability or expense (including attorney's fees and court costs) incurred by the party as a result of the failure of either party to comply with the terms of this Paragraph 11.

R.H.
DSK

12. The parties agree that they shall pay their own counsel fees for all legal services rendered to to be rendered to them. Wife hereby releases Husband from any obligation to pay any counsel fees for her or on her behalf in connection with this matter or any matter or thing whatsoever; and, Husband hereby releases Wife from any obligation to pay any counsel fees for him or on his behalf in connection with this matter or any matter or thing whatsoever.

13. The parties hereto agree that in any divorce proceedings which hereafter may be instituted by either of the parties, that the Husband will pay the Court costs for same. including the cost of the Examiner-Master in the State of Maryland.

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

14. 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 and Judicial Proceedings, Section 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, which said change results from legislative enactment or judicial announcements, and they do hereby further mutually release, waive, surrender, and assign to each 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 own or may hereafter acquire, or in and to any marital or property rights which

R.H.
DSK

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 904
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

either may now or hereafter have or 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 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 any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

15. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instrument 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 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.

16. The parties do hereby consent and agree to perform all acts,including but not limited to the filing of petitions and motions, for the purpose of jointly requesting the approval of any court of competent jurisdiction in which any divorce proceeding between the parties may hereafter be instituted to incorporate and adopt this Agreement in any decree of absolute divorce which may be passed by said court. In the event that 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 hirs, personal representatives and assigns, agree that they will nevertheless abide by and

R. H. DLK

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 204
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

carry out all of the provisions hereof. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall mot be merged in said decree, but said Agreement and all terms hereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

17. The parties hereto declare that it is their intention to settle finally, in accordance with the provisions of Article 16, Section 28 of the Annotated Code of Maryland any and all claims of any nature whatsoever which the parties might have each against the other as a result of their marriage; that they fully understand all of the terms and conditions of this Agreement; that all of the aforegoing is a fair and equitable settlement of all rights and claims whatsoever that they each may have against the other; that the parties have entered into this Agreement with full knowledge of the income, property and assets of one another; that each of the parties has been advised of his and her respective legal rights and obligations; that no representations, warranties, assurances or promises have been made by either party to the other as an inducement to enter into this Agreement other than those herein set forth; that this Agreement contains all of the terms and conditions of the contract between the parties; that there shall be no modification of this Agreement or waiver of any provision thereof or right thereunder except by a written instrument duly executed by both parties; and that each party hereto has signed 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, his and her respective personal representatives, heirs, legatees,

R. H. DLK

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 204
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

devisees, distributees and assigns and all persons claiming by or through them or any of them.

18. This Agreement shall be construed in accordance with the laws of the State of Maryland.

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

WITNESS:

Robert G. Carr — Richard Kramer Kelly (SEAL)
RICHARD KRAMER KELLY

R. Dee R. Hoffman — Darlene Susan Kelly (SEAL)
DARLENE SUSAN KELLY

STATE OF MARYLAND, to wit:

I HEREBY CERTIFY that on this 13th day of October, 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for the jurisdiction aforesaid, personally appeared RICHARD KRAMER KELLY, and he made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the mutual voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

MARY LOU BULLOCK NOTARY PUBLIC CARROLL COUNTY, MD.

Mary Lou Bullock
Notary Public

My Commission Expires: 7-1-82

STATE OF MARYLAND, to wit:

I HEREBY CERTIFY that on this 13th day of October, 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for the jurisdiction aforesaid, personally appeared DARLENE SUSAN KELLY, and she made oath in due form of

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 804
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

lawsthat the matters and facts set forth in the foregoing Agreement with respect to the mutual voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

MARY LOU BULLOCK NOTARY PUBLIC CARROLL COUNTY, MD.

Mary Lou Bullock
Notary Public

My Commission Expires: 7-1-82

ROBERT G. CARR
ATTORNEY AT LAW
SUITE 804
EQUITABLE TOWSON BLDG.
COURT HOUSE SQUARE
TOWSON, MD. 21202

SCHEDULE A

Living Room Furniture (contemporary)
- chair
- love seat
- sofa
- two end tables
- cocktail table
- two lamps

Dining Room
- table
- six chairs
- hutch
- dry sink
- buffet

Miscellaneous
- antique cut glass - five pieces
- 30-30 Winchester lever-action rifle
- 22 Browning lever-action rifle
- 357 Special Six
- 32 S & W Special
- 22 pistol
- 1973 Yamaha motorcycle
- 5-speed bike
- 19" color TV
- Singer sewing machine
- books
- records

JPH
DJK

JO SUE SHEPHERD	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CRAIG D. SHEPHERD	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3986

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 25th day of June, 1987, that the Plaintiff, JO SUE SHEPHERD, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, CRAIG D. SHEPHERD; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, COREY DAVID SHEPHERD (born December 30, 1978) and RYAN KELCEY SHEPHERD (born January 11, 1981) 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 subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Fifty Dollars ($50.00) per week, per child for the support of said minor children, all of which is subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support ORder is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 17, 1985 and filed in this case 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.

JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of June, 1985, by and between CRAIG D. SHEPHERD, of Carroll County, Maryland, herein called "Husband", and JO SUE SHEPHERD, 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 Worcester County, Maryland, on November 26, 1977, 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 December 2, 1984, 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

Pl # 2
6/16/87

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:

CHILDREN

That the care, custody and control of the children born of this marriage, namely, COREY SHEPHERD, born December 30, 1978, and RYAN KELCEY SHEPHERD, born January 11, 1981, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband. It is agreed by and between the parties that husband will have the right to visit with the minor children of the parties every other major holiday, to be alternated every other year. (Major holidays are defined to include New Year's, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.)

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) each week per child (total $100.00) for the support and maintenance of each child for each week the child is in the custody of wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

It is agreed by and between the parties that wife will maintain medical insurance for the benefit of the minor children of the parties. Husband will be responsible for the payment of all uninsured medical and dental expenses in excess of $10.00 per occurrence. For

purposes of this Agreement, medical expenses are defined to include medical, dental and optical expenses. In the event that wife should be unable to obtain medical insurance through her employer at no cost, it is agreed by and between the parties that each party will pay one-half (1/2) the cost of obtaining insurance similar to that currently maintained by wife, and all uninsured expenses will be divided on an equal basis. Husband and wife agree to consult with each other regarding all major, non-emergency medical treatment needed by the minor children of the parties.

It is agreed by and between husband and wife that husband will maintain currently existing life insurance policies for the benefit of the minor children of the parties. It is specifically agreed that husband will name said children as irrevocable beneficiaries of said policies until such time as each child reaches the age of eighteen (18), becomes self-supporting or dies.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execu-

tion and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does 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, except as herein provided.

It is agreed by and between husband and wife that husband will transfer to wife any and all interest he may have in a 1978 Dodge Diplomat automobile. Wife agrees to indemnify and hold husband harmless regarding the transfer and ownership of said vehicle.

It is agreed by and between husband and wife that wife will transfer to husband any and all interest she may have in a Buick automobile. Husband agrees to indemnify and hold wife harmless regarding the transfer and ownership of said vehicle.

The parties acknowledge that husband has an IRA in the approximate amount of $3,600.00. It is further acknowledged that at one point there was a joint savings account in the approximate amount of $1,000.00. Husband agrees to reimburse wife in an amount equal to one-half (1/2) of the present value of said IRA (present value being defined as the value of said IRA, less any taxes or penalties husband would have to pay in order to obtain immediate access to said funds), less one-half (1/2) of

the joint savings account that was not used for family purposes. It is agreed by and between the parties that the aforesaid amount will be paid from husband's share of the proceeds from the sale of the aforementioned real property and will accumulate interest at the rate of ten per cent (10%) per annum until said obligation is paid to wife.

CUSTOM MASONRY AND DESIGN, INC.

The parties hereto acknowledge ownership of a corporation known as Custom Masonry and Design, Inc. The parties agree to provide full disclosure of all monies received by either party for services rendered by Custom Masonry and Design, Inc., as well as all obligations that have been paid from said Custom Masonry and Design, Inc. bank accounts for any purpose whatsoever. The parties agree to provide full disclosure of all assets obtained by or on behalf of Custom Masonry and Design, Inc. Included in disclosure will be an itemization of those assets purchased and disposed of within the last five (5) years. The parties will also include in said disclosure any items that either party claims was not purchased by or on behalf of Custom Masonry and Design, Inc., but was in fact used in services performed by Custom Masonry and Design, Inc. It is agreed by and between the parties that the corporation will be liquidated and all assets belonging to the corporation will be sold. The parties agree that the dump truck titled in husband's name shall be included as an asset of the corporation for purposes of liquidation and distribution of proceeds arising out of the liquidation of the corporation. It is further agreed that all monies received from the sale of said assets, and any accounts due and owing to the corporation, will be employed to pay up all existing obligations of the corporation. Husband agrees to reimburse the corporation

for any non-business personal expenses that were paid on his behalf by the corporation within the last six (6) months prior to the separation of the parties. It is further agreed that any remaining proceeds left over after all obligations and expenses of the corporation have been paid will be divided equally between the parties. It is further agreed that husband will reimburse the corporation for all proceeds received from the sale of corporate assets (or assets used by the corporation), within the last six (6) months prior to the separation of the parties, where said proceeds were diverted to the individual use of the husband.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 2027 Snydersburg Road, Westminster, Maryland 21157.

It is agreed by and between the parties that wife will have the right to reside in said residence with the minor children of the parties for a period of up to three (3) years following the execution of this Separation Agreement. It is agreed by and between the parties that wife will be responsible for routine maintenance and minor repairs. For purposes of this Agreement, routine maintenance and minor repairs shall be defined as any maintenance and repairs that do not exceed $100.00 in cost. The parties further agree that should substantial maintenance or repairs be required (in excess of $100.00), then the cost of said maintenance or repairs will be divided equally between the parties. It is further agreed that husband and wife will each pay, C.S. J.S. when due, one-half (1/2) of the interest and principal on the mortgage on said property, as well as one-half (1/2) of the real estate taxes and insurance. It is agreed by and between

the parties that should wife vacate the marital residence, the house will be immediately listed for sale. It is further agreed that should the house be listed for sale at any time, the parties will attempt to select a mutually agreeable real estate broker in Carroll County to list said property. If the parties are unable to agree to an acceptable real estate broker, each party will select a broker of their choice and the two brokers will select a third broker to list the property. It is further agreed by and between the parties that they will attempt to mutually agree upon a listing price. If the parties are unable to agree on a listing price, then the price for listing said property will be set by the broker selected pursuant to the provisions contained in this paragraph.

The parties hereto acknowledge that husband had a prior ownership interest in the marital residence. At such time as the real property is sold, the parties will divide the proceeds of sale pursuant to the following formula:

1. Husband's prior ownership interest in relationship to the total cost of the property is agreed to be 33.5 per cent (33.5%).

2. Husband will receive 33.5 per cent (33.5%) of the sale price, less 33.5 per cent (33.5%) of the ordinary expenses of sale. J.S. C.S.

3. Husband and wife will equally divide the proceeds remaining after the existing mortgage has been paid, less the remaining ordinary expenses of sale, except as otherwise provided in this Voluntary Separation and Property Settlement Agreement. Ordinary expenses of sale will be defined to include, but not be limited to, real estate commissions, points (if any), documentary stamps and transfer tax.

SUPPORT

Husband and wife hereby expressly forever waive

any present or future claim he or she may have against the other for alimony and/or support for himself or herself. This provision is not subject to Court modification.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

It is agreed by and between husband and wife that wife will be responsible, and indemnify husband, for payment of the outstanding obligations owed to Sears and Master Card.

It is further agreed by and between husband and wife that husband will be responsible for all outstanding medical obligations previously incurred on his behalf, and husband agrees to indemnify wife with respect thereto.

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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) Law 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees 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 or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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

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

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

WITNESS:

Craig D. Shepherd (SEAL)
CRAIG D. SHEPHERD

Jo Sue Shepherd (SEAL)
JO SUE SHEPHERD

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 6th day of June, 1985, the above-named CRAIG D. SHEPHERD personally appeared before me 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 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.

Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 17th day of June, 1985, the above-named JO SUE SHEPHERD personally appeared before me 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 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.

Patricia A. Catania
Notary Public
My Commission Expires: 7/1/86

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

JEAN M. VEENENDAAL	*	
Plaintiff	*	
vs.	*	**Civil No. 1785**
HARLAN E. VEENENDAAL	*	
Defendant	*	

JUDGMENT OF ABSOLUTE DIVORCE

UPON CONSIDERATION of the pleadings filed herein, oral amendments to the pleadings in open Court, and testimony taken in open court, it is this thereupon this 23 day of June, 1987, by the Circuit Court for Carroll County, Maryland,

ORDERED that the Plaintiff, Jean M. Veenendaal, be granted an Absolute Divorce from the Defendant, Harlan E. Veenendaal, and it is further,

ORDERED that all of the terms and provisions of the Agreement of the parties dated the 22nd day of November, 1986 (but executed by the Plaintiff on March 26, 1987 and marked as Plaintiff's Exhibit No. 2) over which the Court has jurisdiction, be incorporated but not merged herein, and it is further,

ORDERED that the Defendant reimburse the Plaintiff for the cost of these proceedings as taxed by the Clerk of the Court and it is further,

ORDERED that as per the terms of said Property Settlement Agreement, the doctor bill incurred by the Plaintiff, but to be paid by the Defendant, be and is hereby reduced to judgment in the amount of One Thousand Eight Hundred and Six Dollars and Eighty-Five Cents ($1,806.85), in favor of BrookLane Psychiatric Center and it is further,

LAW OFFICES
CRAWFORD, KANE AND PICHINI
101 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850
(301) 762-1000

Filed June 26, 1987

ORDERED that the attorney's fees as per Agreement of the parties be and are hereby reduced to judgment in the amount of $500.00 and it is further,

ORDERED that the Defendant pay unto the Plaintiff monies due and owing under the terms of the said Property Settlement Agreement with respect to reimbursement for RBA Group stock, and it is further,

ORDERED that alimony due and owing under the terms of the Property Settlement Agreement be payed on the first day of each month through the Bureau of Support Enforcement at 95 Carroll Street, Westminster, MD 21157 and it is further,

ORDERED that if the Defendant accumulates alimony payment arrears amounting to more than 30 days of alimony, the Defendant shall be subject to earnings witholding, and it is further,

ORDERED that the Defendant is required to notify the Court within 10 days of any change of address or employment so long as this Order is in effect, and it is further,

ORDERED that failure to comply with the notice requirements of this Order will subject the Defendant to a penalty not to exceed Two Hundred and Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings witholding, and it is further,

ORDERED that the Plaintiff be restored to her the use of her former name, Jean Marie Lee.

JUDGE, Circuit Court for Carroll County, Maryland

LAW OFFICES
CRAWFORD, KANE AND PICHINI
101 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850
(301) 762-1000

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 26th day of Nov., 1986, by and between JEAN M. VEENENDAAL, hereinafter referred to as "Wife", and HARLAN E. VEENENDAAL, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The parties were lawfully married on February 22, 1974, in Montgomery County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are 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 to this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, property owned by them jointly or as tenants by the entireties, 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:

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties voluntarily agree to live separate and apart, said agreement having been reached and being in effect as of March 23, 1985. The parties shall 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 shall seem advisable for his sole and separate benefit, without, and free from, any control, restraint, separate benefit, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other to 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, remises and releases to the other, any and all rights or interest 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 the

LAW OFFICES
CRAWFORD, KANE AND PICHINI
100 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850

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 Chapter 794, (1978) Laws of Maryland and specifically including any right to act as the other's personal representative. Except as provided herein, 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. DEBTS

Husband agrees to assume and pay all marital indebtednesses of the parties, including wife's dental bills at time of separation of $250.00; not specifically mentioned in this Agreement. From and after the date of this Agreement, Husband and Wife convenant 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.

4. MARITAL HOME

The parties have sold and divided, to their mutual satisfaction, the proceeds from the conveyance of the marital home.

5. PERSONAL PROPERTY

All tangible personal property and household chattels presently located in the parties' residence shall be divided to the mutual satisfaction of the parties before execution of this Agreement. Husband shall transfer to the Wife, in cash or in kind, one-third of his interest in the stock of the RBA Group in Columbia, Maryland, held by him when he terminated his employment at RBA. Said transfer shall be simultaneous with the execution of this Agreement. Husband shall receive credit for $3,000.00 given to wife at time of settlement on family home and a $100.00 per month credit from January 1, 1986 through and including the month of execution of this Agreement towards wife's shares of stock. The parties agree that one-third of Husband's interest in the said RBA Group stock has a cash value of $4,800.00.

6. AUTOMOBILE

The parties jointly own a 1984 Chevrolet Cavalier subject to a car loan. Husband agrees to transfer title of said car to Wife and execute an MVA Gift Transfer Form, both simultaneously with the execution of this Agreement.

LAW OFFICES
CRAWFORD, KANE AND PICHINI
100 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850

Husband shall pay directly to the lender the sum of $250.00 a month until the car loan is satisfied. Husband will idemnify and hold harmless the Wife for any liability on the car loan.

7. MEDICAL AND DENTAL INSURANCE

Husband agrees to maintain Medical Insurance that he now has (or its equivalent, in the event that he changes his employment), at his expense, for the Wife until the parties receive an Absolute Divorce from a Court of competent jurisdiction.

8. ALIMONY FOR THE WIFE

Husband agrees to pay unto the Wife the sum of $400.00 a month until car loan is satisfied. Therefore, Husband shall pay to the Wife a total of $450.00 a month in alimony, for their joint lives or until the Wife's remarriage.

9. RELEASE OF WIFE'S RIGHT TO PENSION

Wife acknowledges that Husband has certain pension benefits through his employment and she hereby waives any and all right, title, and interest there, except to the extent that his interest in RBA Group stock is considered pension as cited above in Item 5.

10. COUNSEL FEES AND COURT COSTS

The Husband shall pay $500.00 as contribution towards his wife's attorney's fees, and the husband shall also pay his own counsel fees or Court costs incurred in connection with the negotiation and preparation of a Voluntary Separation and Property Settlement Agreement, in any uncontested divorce; and in connection with any Court proceedings, each will not 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.

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 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.

LAW OFFICES
CRAWFORD, KANE AND PICHINI
100 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850

12. TAXES

Both the Husand and Wife will file joint Federal and State tax returns for 1985 and each subequent year that they shall be married.

13. 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. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her own respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 974 (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.

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 Judgment of Divorce. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof in said Judgment, 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, or was advised to seek legal counsel in this regard.

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 shall be construed in accordance with the laws of the State of Maryland, entirely independent of the forum wherein it may be presented for enforcement or construction. If a Court of competent jurisdiction shall declare any portion of this Agreement invalid, the remainder thereof shall not be affected thereby, and shall continue in full force and effect.

G. This Agreement, upon execution, may be photocopied and each such copy shall be deemed an original. Each party hereby acknowledges receipt of at least one copy of this Agreement.

LAW OFFICES
CRAWFORD, KANE AND PICHINI
100 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850

H. Paragraph headings, where used, are used only to facilitate review of this Agreement, and shall not be construed with the accompanying paragraph.

I. Each and every term of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their representations, covenants, or warranties between them other than those set forth herein.

J. This Agreement constitutes the entire understanding between the parties and there are no further understandings, representations, covenants, or warranties between them other than those set forth herein.

K. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement by the party intended to be bound thereby. It is specifically agreed that the provisions with respect to alimony, support and maintenance (or waiver thereof) are not subject to any Court modification.

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

WITNESS

530-2828

Michael Zafferty — Jean M. Veenendaal
JEAN M. VEENENDAAL (Wife)

V. Lanny Harchenhorn — Harlan E. Veenendaal
HARLAN E. VEENENDAAL (Husband)

State of Maryland:
County of Montgomery : To Wit

I HEREBY CERTIFY that on this 26th day of March, 1986, before me, a subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Jean M. Veenendaal, who made an oath in due form of law that she executed the foregoing Voluntary Separation and Property Settlement Agreement dated the ____ day of _____, 1986, for the purposes therein contained and that it was her voluntary act and deed.

WITNESS my hand and notarial seal.

Patricia A. Cheeyer
Notary Public

My Commission Expires:

My Commission Expires July 1, 1990

LAW OFFICES
CRAWFORD, KANE AND PICHINI
100 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850
(301) 762-1600

State of Maryland:
County of Carroll : To Wit:

I HEREBY CERTIFY that on this 26th day of November, 1986, before me, a subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Harlan E. Veenendaal, who made an oath in due form of law that he executed the foregoing Voluntary Separation and Property Settlement Agreement dated the 26th day of November, 1986, for the purposes therein contained and that it was his voluntary act and deed.

WITNESS my hand and notarial seal.

V. LANNY HARCHENHORN NOTARY PUBLIC CARROLL CO., MD.

V. Lanny Harchenhorn
Notary Public

My Commission Expires: July 1, 1990

LAW OFFICES
CRAWFORD, KANE AND PICHINI
100 NORTH ADAMS STREET
ROCKVILLE, MARYLAND 20850
(301) 762-1600

DAWN LYNN CHOJNACKI	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GREGORY MELVIN CHOJNACKI	*	CARROLL COUNTY
Defendant	*	Case No. CV3413

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

JUDGMENT

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS ORDERED, this 30th day of June, 1987, by the Circuit Court for Carroll County, that the Plaintiff, DAWN LYNN CHOJNACKI, be and is hereby granted a Limited Divorce from the Defendant, GREGORY MELVIN CHOJNACKI; and it is further

ORDERED, that the Plaintiff be and is hereby granted the permanent care and custody of the minor child, Kevin Chojnacki, with visitation between the child and the Defendant, Gregory M. Chojnacki as set forth in the Master's Report and Recommendation accompanying this Judgment, said Report is adopted and made a part hereof; and it is further

ORDERED that the Defendant, Gregory M. Chojnacki, shall pay unto Plaintiff child support of Ninety-one Dollars ($91.00) per week with all such payments to be made through the Bureau of

Filed June 30, 1987

Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that the matter of alimony be reserved for further action by this Court in the matter; and it is further

ORDERED, that Defendant's Counter Complaint for Divorce be and the same is hereby Denied; and it is further

ORDERED, that if the party who owes support (Obligor) is in arrears more than thirty (30) days, he or she shall be subject to earnings withholding. The Obligor is required to notify this Court within ten (10) days of any change of address or employment so long as this support Order is in effect. Failure to notify the Court of a change of address or employment will subject the Obligor to a penalty not to exceed Two Hundred Fifty Dollars ($250.00), and may result in the Obligor's not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that the Defendant shall pay the costs of these proceedings as taxed by the Clerk of Court.

JUDGE

DAWN LYNN CHOJNACKI	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
GREGORY MELVIN CHOJNACKI	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 3413

JUDGMENT OF ABSOLUTE DIVORCE

Upon consideration of evidence taken at trial, arguments of counsel and proposed orders submitted thereafter, it is this 25th day of January, 1990,

ORDERED that Plaintiff, DAWN LYNN CHOJNACKI, be and is hereby granted an Absolute Divorce from Defendant, GREGORY MELVIN CHOJNACKI, on the grounds of voluntary separation, and it is further

ORDERED that Plaintiff's name be and is hereby changed from Dawn Lynn Chojnacki to Dawn Lynn Dubbs, and it is further

ORDERED that custody of Kevin Chojnacki be awarded to Plaintiff, and it is further

ORDERED that liberal visitation be awarded to Defendant according to the schedule set out in Part II of the accompanying Memorandum Opinion, and it is further

ORDERED that Defendant through Bureau of Support and Enforcement pay Plaintiff on behalf of Kevin Chojnacki child support in the amount of $100.00 per month until such time as (1) the child attains the age of eighteen (18) years, (2) the

child marries, (3) the child dies, or (4) Defendant dies, and it is further

ORDERED that parties shall attempt to resolve their interests in the home (3502 Woodholme Drive) within ninety (90) days of the date of this judgment and if the parties are unable to do so by then and upon proper petition, this Court intends to appoint a trustee to sell the property pursuant to Md. Rule BR1 et seq., and it is further

ORDERED that as an adjustment of the parties equities the Court will award $18,151.33 to Plaintiff from Defendant to be paid within ninety (90) days of the date of this Order, and it is further

ORDERED that as a further adjustment of the parties equities the Court will award to Plaintiff, on an "if, as and when" basis, monies representing one-half of the marital portion of Defendant's pension using the formula set out in Part IV (b) of the accompanying Opinion, and it is further

ORDERED that Defendant pay to Plaintiff $75.00 per month as rehabilitative alimony until January 1, 1993, and it is further

ORDERED that Defendant be granted sole use of the dependency tax exemption for Kevin Chojnacki as long as child support payments are due pursuant to this Order, and it is further

ORDERED that Defendant pay for one-half of Plaintiff's attorney's fees by ninety (90) days from the date of this Order and court costs pursuant to Part VI of the accompanying Memorandum Opinion, and it is further

ORDERED that any and all other claims for relief be and are hereby dismissed, and it is further

ORDERED pursuant to Md. Fam. Law Code Ann. §10-120(d) that:

> (1) if the obligor accumulates support payments arrears amounting to more than 30 days of support, the obligor shall be subject to earnings withholding;
>
> (2) the obligor is required to notify the court within 10 days of any change of address or employment so long as the support order is in effect; and
>
> (3) failure to comply with item (2) of this subsection will subject the obligor to a penalty not to exceed $250 and may result in the obligor's not receiving notice of proceedings for earning withholding.

Raymond E. Beck, Sr.
JUDGE

DAWN LYNN CHOJNACKI	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
GREGORY MELVIN CHOJNACKI	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 3413

MEMORANDUM OPINION

This divorce case came on for trial on November 30, 1989. Testimony was taken, arguments made, proposed orders submitted and the case was held sub curia.

I. BACKGROUND FACTS

Plaintiff, DAWN LYNN CHOJNACKI, hereinafter referred to as "Wife," and Defendant, GREGORY MELVIN CHOJNACKI, hereinafter referred to as "Husband," were married in April, 1982. Six months later Kevin Chojnacki was born to the parties.

In 1983 there was an episode, admitted by Husband, wherein Husband sexually abused a minor daughter of Wife's previous marriage. The parties sought services of a counselor.

In September, 1985, Husband was ordered out of the marital home by this Court. In December, 1986, Wife moved out of the home and Husband moved back in. Husband has been making mortgage, tax and insurance payments since the original separation.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
JAN 26 4 03 PM '90
LARRY W. SHIPLEY CLERK

On June 30, 1987, Wife was granted a Limited Divorce from Husband and Wife was granted permanent custody of Kevin Chojnacki.

Wife seeks an Absolute Divorce on the grounds of voluntary separation from September, 1986. Husband's counter complaint also focuses upon voluntary separation as a basis for an Absolute Divorce.

II. GROUNDS FOR DIVORCE

This Court finds that the parties are entitled to an Absolute Divorce on the grounds of voluntary separation pursuant to Md. Fam. Law Code Ann. §7-103(3). The Court will grant an Absolute Divorce to Wife on that basis and further, the Court will restore to Wife her former name pursuant to Md. Fam. Law Code Ann. §7-105.

III. CUSTODY AND SUPPORT

The Court finds that the interests of the minor child, Kevin Chojnacki, will best be served by not modifying the terms of this Court's previous order awarding custody of the child to his natural mother. The Court will award liberal visitation, however, to Husband as follows:

1) Every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m.;

2) Three non-consecutive weeks during the child's summer vacation from school, with sixty (60) days written notice

given to Wife prior to exercising this visitation. Husband is also to advise Wife of the address and telephone number where the visitation will occur;

3) The following holidays shall be divided by the parties and alternate each year:

Christmas Eve, 6:00 p.m. until Christmas Day, 2:00 p.m. - odd years to Husband, even years to Wife

New Years Eve, 6:00 p.m. until New Years Day, 2:00 p.m. - even years to Husband, odd years to Wife

Easter Eve, 6:00 p.m. until Easter Day, 2:00 p.m. - odd years to Husband, even years to Wife

Memorial Day, even years to Husband, odd years to Wife

4th of July, odd years to Husband, even years to Wife

Labor Day, even years to Husband, odd years to Wife

Thanksgiving Day, even years to Husband, odd years to Wife

Minor child's birthday, even years to Wife, odd years to Husband; however, said visitation shall not interfere with the child's schooling

The Court will order that Husband pay to Wife on behalf of Kevin Chojnacki child support in the amount of $100.00 per month through the Bureau of Support and Enforcement.

IV. MARITAL PROPERTY

a) Real Property

The Court finds that the family residence at 3502 Woodholme Road in Hampstead, Maryland is 100% marital property pursuant to Md. Fam. Law Code Ann. §8-201 et seq. The value of that marital property (after the debt is reconciled with the parties equity interest) is $45,000.00. The Court finds that Husband is entitled to "Crawford Credits," see Crawford v. Crawford, 293 Md. 307 (1982), even though it appears that some marital property funds might have been used to maintain the family residence. See Prahinski v. Prahinski, 75 Md. App. 113, 141 (1988), cert. granted, 313 Md. 572 (1988). The Court finds that Husband paid certain sums to maintain the family residence after the parties separated in September, 1986. "Crawford Credits" accrued over forty (40) months will be factored into a monetary award set out below.

b) Personal Property

The Court finds that these items are marital property, titled as indicated and that these items have these reconciled values:

ITEM	TITLED	VALUE
1990 Toyota automobile	Wife	$500.00
1985 Toyota Truck	Husband	500.00
Pool table	Joint	250.00
Stereo system	Joint	300.00
Washer/Dryer	Joint	300.00
Woodstove	Joint	300.00
Refrigerator	Joint	350.00

Riding lawn mower	Joint	300.00
Bell Atlantic Stock	Husband	1,324.26
McCormick Pension Plan	Wife	1.00
Balto. Telephone Federal Credit Union account	Husband	25.00
Bell Atlantic Savings Plan	Husband	4,866.95
Bell Atlantic Pension Plan	Husband	100.00
Savings Bonds	Husband	-0-
McCormick Stock	Wife	607.50
First National Checking Acct.	Husband	94.00
First National Savings Acct.	Husband	1.00
First National Checking Acct.	Wife	80.00
First National Savings Acct.	Wife	-0-

The Court finds that marital property titled to Husband has a value of $6,911.21. Marital property titled to Wife has a value of $1,188.50. Marital property titled jointly has a value of $46,800.00. Present value of pensions is nominal. The potential value of husband's pension could increase and the Court will award a marital property portion of husband's pension to wife on an "if, as, and when" basis using this formula:

$$\frac{\text{93 months}}{\text{Total number of months}} \times .5$$

See Deering v. Deering, 292 Md. 115, 130-131 (1982) (wherein the Court approved pension disbursement by determing the appropriate percentage to which a spouse is entitled); but see Nisos v. Nisos, 60 Md. App. 368, 382-385 (1984), (wherein Judge Bishop for the Court of Special Appeals held that the percentage method of disbursement is acceptable as long as a chancellor also determines a value of the pension pursuant to the predecessor of Md. Fam. Law Code Ann §8-204).

c) Monetary Award

After considering the ten factors set forth in Md. Fam. Law Code Ann. §8-205(a), the Court will award $18,151.33 to Wife as an adjustment of the equities and rights of the parties.

V. ALIMONY

After considering the eleven factors set forth in Md. Fam. Law Code Ann. §11-106, the Court will award as rehabilitative alimony $75.00 per month to Wife dating from thirty (30) days after the date of the accompanying order until three (3) years after that date.

VI. ATTORNEY'S FEES AND COSTS

This Court will award to Wife from husband one half of Wife's attorney's fees ($1,250.00) and Husband will pay court costs pursuant to Md. Fam. Law Code Ann. §11-110.

Raymond E. Beck, Sr.
JUDGE

TINA M. STITELY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DOUGLAS W. STITELY	*	CARROLL COUNTY
Defendant	*	Case No. CV 4033

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

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 30rd day of June, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Tina M. Stitely, be and she is hereby granted an Absolute Divorce from the Defendant, Douglas W. Stitely; and

It is further ADJUDGED and ORDERED that the Plaintiff, Tina M. Stitely, be and she is hereby awarded the guardianship and custody of Christina Ann Stitely, the minor child of the parties hereto, with the right unto the Defendant, Douglas W. Stitely, 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 and ORDERED that the Defendant pay direct to the Plaintiff the sum of Forty-Five Dollars ($45.00) per week toward the support of the minor child of the parties, subject to the further Order of this Court, and

It is further ORDERED that this Order constitutes an immediate and continuing withholding Order on all of the earnings due the Defendant on and after the date of this Order, subject to

Filed June 30, 1987

the conditions set forth in the Annotated Code of Maryland, Family Law Article, Sections 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within ten (10) days of any change of address or employment so long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in his not receiving notice of the proceedings for earnings withholding; and

It is further ORDERED that the Voluntry Separation and Property Settlement Agreement by and between the parties hereto, dated February 21, 1986 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 costs of these proceedings are waived due to Plaintiff´s indigency.

Luke K. Burns
Judge

Recommended and Approved by:

William T. Fitzgerald
William T. Fitzgerald, Master

PLAINTIFF'S EXHIBIT
CU4033
#1 - 6/16/87

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 21 day of February, 1986, by and between TINA M. STITELY of Carroll County, Maryland, hereinafter referred to as "Wife", and DOUGLAS W. STITELY of Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on November 21, 1981, in Carroll County, Maryland. There was one child born to the parties during their marital union, to wit: Christina Ann Stitely, born October 24, 1982.

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 December 5, 1985, 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 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: The parties agree that each shall be responsible for paying his or her own 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 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

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 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: The parties agree that each shall be responsible for paying his or her own 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 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, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim 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 except as to the issues of child support, child visitation and child custody.

ITEM TEN: The parties agree that the 1975 Chevrolet Monte Carlo automobile shall be the sole property of Husband free from any claim thereto by Wife. Husband agrees to hold Wife harmless as to any indebtedness or lien on said automobile.

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.

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

ITEM TWELVE: The parties agree that the care, custody and guardianship of the minor child of the parties shall be in and with Wife. Husband shall have the right and privilege to visit with said minor child at reasonable times under proper circumstances.

The parties agree that Husband will pay Forty-five Dollars ($45.00) per week unto Wife as a contribution towards the care, support and maintenance of the minor child. Husband's obligation regarding the support of the minor child shall continue until the first to occur of the following events: (1) the death of the child; (2) the death of Husband; (3) the child attaining the age of

eighteen [18] years; or (4) the child becoming self-supporting.

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 or having been advised of his or her right to seek the advice of independent counsel with respect thereto, 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 any 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.

Mary Alexander

Tina M. Stitely (SEAL)
TINA M. STITELY

Lawrence E. Heffner, Jr.

Douglas Stitely (SEAL)
DOUGLAS W. STITELY

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 21 day of February, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared TINA M. STITELY 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.

Notary Public

My Commission Expires: 7-1-86

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 15 day of February, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared DOUGLAS W. STITELY, 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.

Notary Public

My Commission Expires: July 1, 1986

KELLY GRANT LONG	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
LORI MARIE HOFFMAN LONG	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3741

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of June, 1987, that the Plaintiff, KELLY GRANT LONG, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LORI MARIE HOFFMAN LONG; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 26, 1985 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, LORI MARIE HOFFMAN; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

JUDGE

Filed June 30, 1987

SEPARATION AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of June, 1985, between KELLY GRANT LONG, hereinafter referred to as "Husband", and LORI MARIE HOFFMAN LONG, hereinafter referred to as "Wife",

WITNESSETH:

Whereas, the parties hereto were married to each other on May 30, 1981, in a religious ceremony in Carroll County, Maryland and

Whereas, there were no children born to the marriage of the parties, and

Whereas, in consequence of irreconcilable differences, the parties hereto have separated as of March 26, 1985, voluntarily, and

Whereas, the parties desire to confirm their separation and make arrangements in connection with any matters growing out of their marital relationship,

IT IS THEREFORE AGREED:

1. Consideration. The consideration for this Agreement is the mutual promises and agreements contained herein.

2. Separation. It shall be lawful for each party at all times hereafter to live separate and apart from the other at such place or places as he or she may from time to time choose or deem fit.

3. No interference. Each party shall be free from interference, authority and control, direct or indirect, by the other

Ann Llewellyn McKenzie
ATTORNEY AT LAW
772 WASHINGTON BLVD.
BALTIMORE, MARYLAND 21230
(301) 752-3696

Pl #1
6/18/85

as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

4. Division of Personal Property. The Husband and Wife have previously received all of the personal property belonging to each, with the exception of ~~several pieces of furniture~~ desk which belongs to the Husband and the Wife agrees to let him have ~~these pieces~~ said desk. After the return of the furniture to the Husband by the Wife, neither party will make claim to any items which are in the possession or under control of the other.

KGL
KGL
LMHL
LMHL

5. Division of Real Property. The Husband agrees that the Wife may have the real property owned jointly by the parties and located at 2701 Judy Court, Finksburg, Maryland 21048, and further agrees to sign all documents necessary to transfer his interest to the Wife and the Wife agrees to pay all charges necessary to obtain the transfer. This transfer by Husband is in consideration of the property settlement and waiver of alimony by Wife set forth herein.

KGL
KGL
LMHL
LMHL

6. Waiver of Alimony. The Wife hereby waives any and all claims that she may have with regard to past, present or future alimony from the Husband. Husband also hereby waives any claims to alimony from the Wife.

7. Medical Insurance. The Husband agrees, if the Wife desires, to continue her coverage under his medical insurance plan at work so long as he is employed there and the employer has the same plan as the present one or until either party obtains a divorce.

Ann Llewellyn McKenzie
ATTORNEY AT LAW
772 WASHINGTON BLVD.
BALTIMORE, MARYLAND 21230
(301) 752-3696

8. Counsel Fees. Each of the parties agree to be responsible for their respective counsel fees and court costs in connection with any future divorce proceedings.

9. Mutual Release. Subject to the provisions of this Agreement, each party has 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.

10. Waiver of Claim Against Estate. Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, thirds, curtesy, statutory allowance, widow's allowance, homestead rights, right to take against the will of the other, and right to act as administrator or executor of the other's estate and each party will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interests, rights and claims.

Ann Llewellyn McKenzie
ATTORNEY AT LAW
772 WASHINGTON BLVD.
BALTIMORE, MARYLAND 21230
(301) 752-3696

11. Subsequent Divorce. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for divorce against the other in any jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit. In the event that any such action is instituted, the parties shall be bound by all of the terms of this Agreement. If consistent with the rules or practice of the court granting a decree of 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 and be forever binding and conclusive upon the parties.

12. Breach. If either party breaches any provision of this agreement, the non-breaching party shall have the right, at his or her election, to sue for damages for such breach, ~~rescind this Agreement and~~ maintain an action for separation, or seek such other remedies or relief as may be available to him or her.

KGL
LMHL

13. Voluntary Execution. Each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress or undue delay.

14. Entire Agreement. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings, other than those expressly set forth herein.

Ann Llewellyn McKenzie
ATTORNEY AT LAW
772 WASHINGTON BLVD.
BALTIMORE, MARYLAND 21230
(301) 752-3696

15. Situs. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

16. Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

17. Binding Effect. Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, next of kin, executors and administrators of the parties.

IN WITNESS WHEREOF, the parties have signed, sealed, and acknowledged this Agreement in two counterparts, each of which shall constitute an original.

Kelly Grant Long (SEAL)
KELLY GRANT LONG

Lori Marie Hoffman Long (SEAL)
LORI MARIE HOFFMAN LONG

Ann Liewellyn McKenzie
ATTORNEY AT LAW
772 WASHINGTON BLVD.
BALTIMORE, MARYLAND 21230
(301) 752-3696

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 18th day of June, 1985, before me, the subscriber, a Notary Public in and for the State of Maryland, and city/county aforesaid, personally appeared KELLY GRANT LONG, and acknowledged that he executed the aforegoing Separation Agreement for the uses and purposes therein set forth therein and is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Barbara L. McGrath
Notary Public
my Com Exp 7/1/86

STATE OF MARYLAND, CITY/COUNTY OF , TO WIT:

I HEREBY CERTIFY that on this 26th day of June, 1985, before me, the subscriber, a Notary Public in and for the State of Maryland, and city/county aforesaid, personally appeared LORI MARIE HOFFMAN LONG, and acknowledged that she executed the aforegoing Separation Agreement for the uses and purposes therein set forth and is her free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Raymond B. Paul
Notary Public

My Commission expires
July 1, 1986

Ann Liewellyn McKenzie
ATTORNEY AT LAW
772 WASHINGTON BLVD.
BALTIMORE, MARYLAND 21230
(301) 752-3696

JENNIFER A. ROGERS-CHALKER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
STEPHEN DOUGLAS CHALKER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4159

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27th day of June, 1987, that the Plaintiff, JENNIFER A. ROGERS-CHALKER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, STEPHEN DOUGLAS CHALKER; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 2, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, JENNIFER A. ROGERS; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

JUDGE

Filed June 30, 1987

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 2nd day of February, 1986, by and between Stephen Douglas Chalker, hereinafter referred to as "Husband", and Jennifer A. Rogers Chalker, 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 7th day of November, 1981 in the State of Pennsylvania, County of West Moreland.

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

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 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 promises, 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

Pla #1
4/9/87

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 live separate and apart from 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 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, 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 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. Upon reasonable advance notice to the Husband, 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. Wife agrees to leave some of her stoneware for Husband's use until such time as Husband obtains his own but in no event later than 120 days from the date of this Agreement. If Husband breaks any of the pieces, Husband shall replace them. The Husband shall have the right to utilize the bunk beds until such time as the Wife or her family needs them or the Wife removes them from the house. Each party shall retain, as his or her sole and separate property, any stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

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.

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 consideration, each party releases and waives unto the other any claim or right to temporary or

permanent alimony, support or maintenance, whether past, present or future.

DISPOSITION OF AUTOMOBILES

Husband hereby transfers and assigns unto the Wife, all of his right, title and interest in and to the 1982 Nissan, 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 and pay the loan in connection with the vehicle and shall indemnify the Husband from any and all liability in connection therewith.

Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1982 Rabbit, 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 his name alone. Husband shall pay the cost, if any, for the transfer of title. Husband agrees to assume the payments and pay the loan in connection with the vehicle and shall indemnify the Wife from any and all liability in connection therewith.

SAVINGS ACCOUNT

Husband agrees that Wife shall retain all monies in the Baltimore Federal Savings account and the Old Court Now account. Husband waives unto the Wife any and all interest in said accounts.

INSURANCE COVERAGE

Wife agrees to maintain medical coverage on the Husband through her group health insurance plan until the first to occur of the following events:

a. Husband elects to drop the insurance.

b. Husband fails to pay the premium for said insurance to the Wife.

c. The final divorce of the parties.

Husband agrees to pay the premium for this insurance on or before the first Friday of every month.

The parties joint automobile insurance policy expires in April, 1986. Wife agrees to pay to the Husband her share of the automobile insurance on a monthly basis. Husband shall then pay the entire monthly premium to the insurance company. After April, each party shall obtain their own insurance policy.

DISPOSITION OF REAL PROPERTY

The parties own, as tenants by the entireties, the real property known as 301 Mayfield Court, Westminster, Maryland. Said property is subject to the lien and effect of a mortgage to Gold Dome Realty Company.

Husband shall have the right to reside in the residence on the real property after the parties separation. Husband shall assume and pay all expenses of the real property and shall indemnify and hold harmless the Wife from any and all liability in connection therewith. If Husband fails to make a mortgage payment at any time, the real property shall be immediately listed for sale and sold. The net proceeds of sale after payment of the expenses of the sale and the mortgage, shall be divided equally between the parties.

Husband shall have a period of 60 days after the final divorce of the parties to re-finance the parties mortgage and obtain the release of the Wife's name therefrom. Upon the Husband's obtaining the release of the Wife's name, the Wife shall convey all her interest in the real property to the Husband. Husband shall pay all expenses in connection with the transfer.

Until Wife conveys her interest in the real property to the Husband, Wife shall be entitled to retain a key to the residence. Wife agrees not to come to the residence without prior warning to the Husband.

OUTSTANDING OBLIGATIONS

The parties agree to file joint tax returns for 1985. The parties agree to apply any tax refunds to the balances on the following charge cards on the dates shown;

Master Card/Visa	2/15/86
Sears	2/15/86
Choice	2/4/86

If the income tax refunds exceeds the balances on the charge cards, the excess will be divided equally between the parties. If the income tax refund is insufficient to pay the obligations, the Husband agrees to assume responsibility for paying the balances on said obligations of the application of the tax refunds. Wife agrees, however, to reimburse Husband for one-half of the balances due on said charge accounts and not paid by the tax refund. Wife shall have a period of six months from the receipt of the tax refund to pay the money to the Husband.

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 annullment 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 affect the remaining terms and provisions hereof.

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, 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 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 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 not married.

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, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

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

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 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 four 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 endure 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:

Lisa Pickett — Stephen Douglas Chalker
STEPHEN DOUGLAS CHALKER

Lisa Pickett — Jennifer A. Rogers Chalker
JENNIFER A. ROGERS CHALKER

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 1st day of February, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Stephen Douglas Chalker, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

Lisa Pickett
NOTARY PUBLIC

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 31st day of January,

1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Jennifer A. Rogers Chalker, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Lisa Pickett
NOTARY PUBLIC

My commission expires on July 1, 1986.

SCHEDULE "A"

Humidifier
Green Refrigerator
Bunk Beds
Old Stereo & Speakers
Stoneware Dinnerware
Quartz Heater
Dining Room Chairs
Double Bookshelf
Cake Top
Wine and Wine Rack
Ship Plates
Stoneware Oil Lamp
One-half Bed Linens
One-half Kitchenware
One-half Pictures & Posters
One-half Record Albums
One-half Wine Glasses
One-half Liquor

CHARLES MILTON NORRIS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOANN B. NORRIS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4144

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30 day of June, 1987, that the Plaintiff, CHARLES MILTON NORRIS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JOANN B. NORRIS; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated October 24, 1986 and the Addendum thereto of May 12, 1987, both filed in this case, 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.

JUDGE

Filed June 30, 1987

PROPERTY SETTLEMENT AND AGREEMENT OF SEPARATION

BETWEEN

JO ANN B. NORRIS AND CHARLES M. NORRIS

THIS PROPERTY SETTLEMENT AND AGREEMENT OF SEPARATION, made this 24TH day of OCTOBER, 1986, by and between CHARLES M. NORRIS, hereinafter referred to as "Husband", of Frederick County, State of Maryland; and JO ANN B. NORRIS, hereinafter referred to as "Wife", of Carroll County, State of Maryland.

W I T N E S S E T H:

WHEREAS, the parties hereto were married on the 27th day of August, 1960, by a regularly ordained Minister of the Gospel in Kemptown, Maryland, and as a result of said marriage, two children were born, both of whom are now emancipated; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have lived separate and apart from the 31st day of January, 1986; and

WHEREAS, 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 separation, to settle their respective property right, the right of the Wife and Husband to alimony respectively and all other matters growing out of their marital relationship; and

LAW OFFICES
ELLIOT & NICKLAS, P. A.
19 NORTH COURT STREET
FREDERICK, MARYLAND 21701
(301) 694-8877

Pn #1 6/9/89

WHEREAS, both parties understand the facts and have been fully informed concerning their respective rights and liabilities and they fully understand the terms, conditions and provisions of this Agreement, and they believe it to be fair, just, adequate and reasonable to each of them.

NOW, THEREFORE, this Agreement witnesseth: That in consideration of the promises 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 ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

(2) The parties agree that they have lived separate and apart, in separate places of abode, without any cohabitation since the 31st day of January, 1986, and they further agree to continue to live separate and apart, in separate places of abode, without any cohabitation. 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 agrees to pay to Wife the sum of Twenty-five dollars ($25.00) per week for her support and maintenance, until such time as (1) Wife remarries or (2) the death of either party. Husband hereby expressly waives, releases and discharges absolutely and forever all of his right, claim and demand to alimony, pendente lite or permanent, from Wife.

(4) During their marriage, the parties hereto purchased a home located at 7932 Bennett Branch Road, Mt. Airy, Maryland. Said home is titled in the names of Husband and Wife as tenants by the entireties. Further, said home has been sold and the parties hereto agree to divide the proceeds thereof as follows:

At the time of sale, the parties will use the proceeds of sale to pay outstanding joint marital debts incurred by the parties, except for debts incurred for automobile purchases. In addition, at the time of the settlement, Husband agrees to pay Wife one-half of the costs of maintaining the home, including mortgage, taxes and insurance payments, from January 1986 until the date of this Agreement. All remaining proceeds from the sale of the home shall be equally divided between the parties.

Husband further agrees that he shall contribute one-half of the monthly mortgage payment to Wife from the date of this Agreement until such time as the home is sold. In the event that Husband does not make such payments, Husband agrees that Wife be entitled to one-half of these costs at time of settlement on the marital home.

At the time Wife vacates the marital home, Husband agrees to pay all the costs of moving from the marital home.

(5) The parties hereto have divided the furniture, household furnishings and all articles of personal property, clothing 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 or description, and wheresoever situate, which are now owned or held by him or her in all respects and for all purposes, as if he or she were unmarried. Further, the parties agree that nay furniture not taken by either party shall be sold, with the proceeds divided equally between the parties.

(6) The Wife agrees to transfer unto the Husband all of her right, title and interest in and to the 1980 Chevy Van and the 1984 Fleetwood Resort Travel Trailer. The Husband agrees to indemnify and hold Wife harmless from any liability on the indebtedness on said vehicles. At the time of the sale of the home, Husband agrees to give Wife the sum of Ten Thousand Dollars ($10,000.00) for the purchase of a vehicle by Wife. Said vehicle shall be and remain the sole property of Wife, free and clear of any interest of Husband.

Husband agrees to contribute Three Hundred Dollars ($300.00) towards the parties' son's purchase of the AMC automobile for their son.

(7) The Husband agrees that he will continue to maintain health insurance upon Wife. Husband's Agreement hereunder shall continue after either party obtains a judgment of divorce.

(8) In the event that either of the parties hereto desires to obtain an absolute divorce in this State, or in any other, Husband agrees to be solely responsible for the costs thereof, including all masters fees and attorneys fees. Further, Husband agrees to reimburse Wife for the attorneys fees necessitated for the negotiation and preparation of this Agreement.

(9) The parties further covenant and agree that they have not pledged the credit of the other and they further covenant and agree that each for the other from the date of the execution of this Agreement, that they shall not pledge the credit of the other, nor incur any liability for which the other may be held responsible, and each of the parties agree to indemnify and save the other harmless from any and all such debts and liabilities incurred.

(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 not 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 their marriage or otherwise, including but not limited to any claim arising under the Annotated Code of Maryland, Family Law Article, Section 8-200, et seq., 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 including any claim by the Wife on any business venture of the Husband except as mentioned in this Agreement, 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 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 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.

(11) 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, and to release any dower or other right in any property which the other 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) With 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 into 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 the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any said Decree, the same shall not be merged in said Decree but said Agreement and all terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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

(14) 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.

(15) This Property Settlement and Agreement of Separation is made and shall be interpreted in accordance with the laws of the State of Maryland. In the event that any of the terms, conditions or provisions of this Property Settlement and Agreement of Separation and Custody shall be held to be illegal, unenforceable, or in conflict with the laws of the State of Maryland, then such illegal, unenforceable, or conflicting terms, conditions or provisions shall be deemed separable from the other parts hereof and the remaining terms, conditions and provisions which are deemed valid, shall be enforceable and binding on the Husband and Wife, as if the illegal, unenforceable, or conflicting terms, conditions or provisions had never been a part hereof.

(16) The parties hereto declare that each signs this Agreement freely and voluntarily, intending hereby that this Agreement shall benefit and be binding upon the parties hereto

their respective personal representatives, heirs, legatees, devisees, distributees and assigns.

The parties further agree that they fully understand all the terms and provisions of this Agreement, and Husband understands that he has the right to obtain counsel to review the terms and provisions of this Agreement.

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

WITNESS — Charles M. Norris (SEAL)
CHARLES M. NORRIS

WITNESS — Jo Ann B. Norris (SEAL)
JO ANN B. NORRIS

STATE OF MARYLAND

COUNTY OF Montgomery, TO-WIT:

I HEREBY CERTIFY that on this 24 day of October, 1986, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared CHARLES M. NORRIS and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledge said Agreement to be his own act and deed.

WITNESS my hand and Notarial Seal.

Clare Slaughter
NOTARY PUBLIC

My Commission expires: 7-1-90

STATE OF MARYLAND

COUNTY OF Montgomery, TO-WIT:

I HEREBY CERTIFY that on this 24 day of October, 1986, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared JO ANN B. NORRIS and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her own act and deed.

WITNESS my hand and Notarial Seal.

Clare Slaughter
NOTARY PUBLIC

My commission expires: 7-1-90

Total financial statement

Total amount due to wife at settlement of said property:

Agreed amount for Van and Resort Trailer:	$10,000.00
Half of outstanding debts:	3,102.00
Half of real estate taxes:	463.23
Half of AMC Spirit:	300.00
Half of mortgage payments paid by wife:	3,087.00
	$16,952.23

(Above debts include: Bank of Damascus, Visa, Erie Insurance, Funk & Wagnal Encyclopedia, Sunday Newspaper, James Dorsey, Sears, Potomic Edison, Johns Hopkins Hospital, Shady Grove Hospital, DOE Credit Union, Paul Burkett, AT&T and Septic System Company. Any other debts not included in this financial statement shall be paid by the husband.)

ADDENDUM TO AGREEMENT

THIS ADDENDUM, made this _____ day of _____, 1987, by and between JOANN B. NORRIS, hereinafter referred to as "Wife", of Carroll County, State of Maryland; and CHARLES M. NORRIS, hereinafter referred to as "Husband", of Frederick County, State of Maryland;

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into a Property Settlement and Agreement of Separation on the 27th day of October, 1986; and

WHEREAS, the parties hereto desire to add certain terms to that Agreement;

NOW, THEREFORE, this Addendum

W I T N E S S E T H:

1. That pursuant to paragraph four of the aforementioned Agreement of Separation and Property Settlement, all joint marital debts (excluding automobile loans) were to be satisfied out of the proceeds of the sale of the marital home. At the time of sale, the parties inadvertently neglected to pay off a joint obligation owed to HFC. Husband agrees to be solely responsible for the payment of this obligation and agrees to indemnify and hold Wife harmless from any liability thereunder.

2. That in consideration for Husband's agreement outlined in paragraph one above, Wife hereby waives her right to claim certain monies presently due her as a result of the

LAW OFFICES
ELLIOT & NICKLAS, P. A.
19 NORTH COURT STREET
FREDERICK, MARYLAND 21701
(301) 694-8877

aforementioned Agreement. Specifically, Wife waives her claim to presently unpaid alimony and reimbursement for moving expenses.

3. That all other terms and conditions of the aforementioned Agreement shall remain in full force and effect.

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

Susan Kirlen — WITNESS

JoAnn B. Norris (seal) — JOANN B. NORRIS

Brenda A. Kisner — WITNESS

Charles M. Norris (seal) — CHARLES M. NORRIS

STATE OF MARYLAND, COUNTY OF Montgomery, TO-WIT:

I HEREBY CERTIFY that on this 17 day of May, 1987, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared JOANN B. NORRIS and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum to Agreement are true and correct as therein stated and acknowledge said Addendum to be her own act and deed.

WITNESS my hand and Notarial seal.

Susan Kirlen
NOTARY PUBLIC

My commission expires: 7/1/90

STATE OF MARYLAND, COUNTY OF Montgomery, TO-WIT:

I HEREBY CERTIFY that on this 4 day of May, 1987, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared CHARLES M. NORRIS and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum to Agreement are true and correct as therein stated and acknowledge said Addendum to be his own act and deed.

WITNESS my hand and Notarial seal.

Roberta Currin
NOTARY PUBLIC

My commission expires: _____

My Commission Expires July 1, 1990

BOOK 31 PAGE 189

PAMELA SUE GERMAN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
HOWARD HEWITT GERMAN, III	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3769

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29 day of June, 1987, that the Plaintiff, PAMELA SUE GERMAN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, HOWARD HEWITT GERMAN, III; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
JUN 30 12 23 PM '87
LARRY W. SHIPLEY CLERK

BOOK 31 PAGE 190

RONALD KEITH MILLER, SR.	*	IN THE
Plaintiff/ Counter Defendant	*	CIRCUIT COURT
	*	FOR
vs.	*	CARROLL COUNTY
TERESA ANN MILLER	*	
Defendant/ Counter Plaintiff	*	Case No. CV2177

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

O R D E R

THIS cause standing ready for hearing and being duly submitted, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 1st day of July, 1987, by the Circuit Court for Carroll County, ADJUDGED and ORDERED that the above named Counter Plaintiff, TERESA ANN MILLER, be and she is hereby, granted an Absolute Divorce from the above named Counter Defendant, RONALD KEITH MILLER, SR.; and it is further

ADJUDGED and ORDERED that the Counter Plaintiff, TERESA ANN MILLER, be granted the care, custody and control of the two minor children of the parties, Ronda Marie Lyn Miller and Ronald Keith Miller, Jr.; and it is further

ADJUDGED and ORDERED that the Counter Defendant, RONALD KEITH MILLER, SR., be granted visitation from Friday evening at 6:30 p.m. until Sunday evening at 6:30 p.m.; and it is further

Filed July 1, 1987

ADJUDGED and ORDERED that the Counter Defendant, RONALD KEITH MILLER, SR., pay unto Counter Plaintiff, TERESA ANN MILLER, the sum of Ten Dollars ($10.00) per week per child as child support and maintenance; and it is further

ADJUDGED and ORDERED that the Counter Plaintiff, TERESA ANN MILLER, be granted the right to resume her maiden name, TERESA ANN MCINTYRE; and it is further,

ADJUDGED and ORDERED that this Order constitutes an immediate and continuing withholding Order on all earniings due the Obligor on and after the date of this Order, subject to the conditions set forth in Maryland Code Annotated, Family Law Article, Section 10-120, et seq; and it is further

ADJUDGED and ORDERED that if the Obligor accumulates support payment arrears amounting to more than thirty (30) days of support, he shall be subject to earnings withholdings; and it is further

ADJUDGED and ORDERED that the Obligor shall notify the Court within ten (10) days of any change of address or employment so long as this support Order is in effect, and failure to comply will subject him to a penalty not to exceed Two Hundred Fifty Dollars ($250.00), and may result in his not receiving notice of proceedings for earnings withholding.

Luke R. Burns
JUDGE

ALICE MIRIAM DALBY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES STUART DALBY	:	Carroll County
Defendant	:	Case No. CV 3965

JUDGMENT OF ABSOLUTE DIVORCE

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 9th day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Alice Miriam Dalby, be and she is hereby granted an Absolute Divorce from Defendant, James Stuart Dalby; and

It is further ADJUDGED and ORDERED that the Plaintiff, Alice Miriam Dalby, be and she is hereby awarded the guardianship and custody of Katherine Meri Dalby and Michelle Marie Dalby, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated February 5, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Defendant, James Stuart Dalby, be and he shall have the right of visitation with said minor children pursuant to Paragraph 3 of the Agreement, subject, however, to the further Order of this Court; and

Filed July 9, 1987

It is further ADJUDGED and ORDERED that the Defendant pay direct to Plaintiff child support in the amount of $225.00 per month per child, for a total of $450.00 per month, subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct to Plaintiff alimony in the amount of $200.00 per month, for a two-year period accounting from February 5, 1987; and

It is further ORDERED that the payments of child support and alimony shall be subject to the conditions set out in Paragraph 4 of the Agreement; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 5 day of February, 1987 by and between ALICE MIRIAM DALBY ("WIFE") and JAMES STUART DALBY ("HUSBAND").

EXPLANATORY STATEMENT

The parties were married by a justice of the peace on January 24, 1980, in New Haven County, Connecticut. Two children (WIFE's natural children) were adopted by HUSBAND during their marriage, KATHERINE MERI DALBY, born November 27, 1973 and MICHELLE MARIE DALBY, born August 1, 1975, hereinafter referred to as "CHILD". Differences have arisen between the parties and they are now and have been since June 15, 1985, 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 promises and mutual covenants and understandings of each of the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS
The parties shall 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 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 to exert or demand any right to reside with the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE
Except as otherwise provided for herein, each of the parties heretofore himself or herself and his or her respective heirs, personal representatives and assigns, grants remisses and releases to the other any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other.

Pl. Exhibit No. 1

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.
Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital 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 interest arising under the Marital Property Act, Md. Family Law Code Ann. 8-201 through 8-213, as from time to time amended, 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 the real and personal, then owned by him shall pass by his 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 were unmarried.

3. CUSTODY OF MINOR CHILD
The parties have agreed that the CHILD shall be in the custody of WIFE, and shall reside with WIFE, with the HUSBAND having visitation privileges on the following schedule:
one week-end per month during the day of the weekend (ie, from roughly 9:00A.M. to 6:00P.M. on Saturday and then from roughly 9:00A.M. to 6:00P.M. on Sunday).
Visitation by the HUSBAND must be supervised and carried out only in Public. HUSBAND may not take CHILD to his abode under any circumstances, or may he be alone with CHILD at any time.

4. PAYMENT OF MORTGAGE BY HUSBAND
The ownership and title of the marital home and adjoining property consisting of 8.812 acres of land more or less, located at 801 Leppo rd. Westminster, Md. has been fully conveyed to WIFE by a transfer of title.
HUSBAND agrees to make the monthly mortgage payments on the house and property located at 801 Leppo rd. Westminster, Md. until the "house with 5.2 acres of land more or less located at 801 Leppo rd. Westminster, Md." hereinafter referred to as the real property for sale, is sold.
WIFE agrees to keep the real property for sale continuously in saleable condition and available for sale on the real estate market until it is sold. All net proceeds from the sale of the real property for sale shall go to WIFE except as described in paragraph 9. DEBTS. WIFE further agrees to make every reasonable effort to exercise the sale of said property.
It is agreed that as long as the monthly amount of the mortgage payment is greater than or equal to $650.00 the payment of the mortgage by HUSBAND shall replace and be wholly accepted in lieu of payments of alimony and child support to WIFE. Should the

amount of the mortgage drop below $650.00 per month, the difference will be paid to WIFE by HUSBAND as child support and the monthly alimony payment shall be considered to be satisfied.

5. CHILD SUPPORT
It is agreed and acknowledged that HUSBAND shall pay $450.00 per month ($225.00 per month, per child) subject to the terms of the agreement in paragraph 4. PAYMENT OF MORTGAGE BY HUSBAND.
CHILD support shall continue until the first of any of the following events:

(1) death of the CHILD or HUSBAND;
(2) marriage of the CHILD;
(3) the CHILD's becoming self-supporting;
(4) the CHILD ceases to reside primarily with the WIFE

6. ALIMONY
HUSBAND agrees to pay WIFE alimony in the amount of $200.00 per month, beginning on the date of this agreement and continuing for a period of two years, at which time it will terminate. Payment of alimony is subject to the terms of the agreement in paragraph 4. PAYMENT OF MORTGAGE BY HUSBAND.

7. HEALTH INSURANCE
HUSBAND agrees to keep the CHILD adequately covered by health and dental insurance at least to the extent that such insurance is provided to him through his employment.
Should HUSBAND not be provided such insurance through his place of employment, he shall provide health and dental insurance for CHILD himself.
HUSBAND also agrees that until such time that the parties are finally divorced he shall keep WIFE covered by his health and dental insurance as well.

8. PERSONAL PROPERTY
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 stocks, bonds or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

9. DEBTS

The HUSBAND shall assume all responsibility for debts contracted by himself or his WIFE, up to the date of this Agreement with the exception of any and all of WIFE's outstanding telephone bills, WIFE's outstanding balance with Adams Electric Co. of York County, Pennsylvania, and any and all outstanding balances on any and all credit card accounts of any kind, and shall hold and save the other harmless from any and all liability therefore.

The parties acknowledge that they currently have two (2) Marital Debts:

(1) Mortgage Loan with YORKRIDGE CALVERT SAVINGS AND LOAN ASSOCIATION of Baltimore, Maryland, carrying a balance of approximately $98,060.00 at a variable rate with a current monthly payment of $838.00. The property encumbered by this mortgage is currently for sale on the real estate market under the terms of the agreement in paragraph 4. PAYMENT OF MORTGAGE BY HUSBAND.

(2) GMAC Truck Loan balance of approximately $3,828.00 resulting from the repossession of the vehicle and its' subsequent sale at auction. WIFE agrees to pay to GMAC the full amount owed to GMAC (approximately $3,828.00) from the proceeds of the sale of the real property for sale.

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 the 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.

WIFE agrees to pay to HUSBAND $2,000.00 upon sale of the real property for sale if possible, after all other liens, taxes, fees, duties and encumbrances have been satisfied. HUSBAND shall reserve the right to forfeit all or any part of this disbursement at his discretion. The full total of this disbursement is to be applied against HUSBAND's debts.

10. INCOME TAX RETURNS

The parties shall file joint Federal and State returns for the calendar years of 1985 and 1986. The parties agree to jointly pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro-rata, in the same proportion that 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 balance due, and/or refunds; 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, the parties agree to divide all tax refunds equally.

11. ATTORNEY'S FEES, COURT COSTS

Both parties agree to divide all court costs equally, including attorney's costs and any Master's Fee.

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 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 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.

13. RECONCILIATION OF PARTIES

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 this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

14. 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. Except as otherwise provided herein, each of the parties heretofore 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, Maryland Family Code Ann. 8-201 through 8-213, as from time to time amended, 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, but not merged therein. It is further agreed that regardless of whether this 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 of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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 had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. HUSBAND and WIFE acknowledge that this Agreement is a fair and reasonable agreement and that it is not the result of any fraud, duress, or undue influence exercised by either party.

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 both parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

I. 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:

Donna I. Smith — Alice Miriam Dalby (SEAL)
ALICE MIRIAM DALBY

Donna I. Smith — James Stuart Dalby (SEAL)
JAMES STUART DALBY

STATE OF MARYLAND: COUNTY OF Carroll: TO WIT:

I HEREBY CERTIFY, that on this 5th day of February, 1987, the above named, ALICE MIRIAM DALBY, personally appeared before me 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 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.

Loretta A. Kusl
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 1990

STATE OF MARYLAND: COUNTY OF Carroll: TO WIT:

I HEREBY CERTIFY, that on this 5th day of February, 1987, the above named, JAMES STUART DALBY, personally appeared before me 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 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.

Loretta A. Kusl
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 1990

MARY ANN DUFRESNE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOHN R. O'BRIEN, JR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3862

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 13TH day of July, 1987, that the Plaintiff, MARY ANN DUFRESNE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOHN R. O'BRIEN, JR.; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated February 28, 1986 and filed in this case 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.

Luke K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUL 13 9 54 AM '87
LARRY W. SHIPLEY CLERK

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT, made this 7th day of February, 1986, by and between MARY ANN DUFRESNE, hereinafter called "Wife", and JOHN R. O'BRIEN, JR., hereinafter called "Husband".

RECITALS

The parties hereto are Husband and Wife, having been duly married by a Civil Ceremony in Carroll County, Maryland on December 15, 1982.

The parties having mutually agreed to voluntarily separate on February 28 1986, 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 Agreement, and to fix their respective rights with regard to the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the 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:

1. AGREEMENT TO LIVE SEPARATE AND APART

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 to commence on February 1, 1986.

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.

Ph #1 4/23/87

2. ALIMONY

Wife shall pay Husband the sum of One Hundred Twenty-Five Dollars ($125.00) per week as alimony for a three year period which three (3) year period shall commence after Husband physically vacates the marital home. The alimony set forth above shall be fixed and unchangeable. The alimony payments set forth above shall terminate upon the first to occur of any of the following events:

(a) remarriage of Husband;

(b) death of either party; and

(c) three years from the date they first separated.

The aforesaid provisions shall not be subject to modification by any court. The parties expressly waive the right ever hereafter to have any court change or make a different provision for the support and maintenance of Husband, and they further expressly covenant and agree that under no circumstances whatsoever shall either of them hereafter apply to any court for an increase or decrease in the amount of or a modification of the terms of such support and maintenance as herein provided.

3. PERSONAL PROPERTY.

The parties heretofore divided their personal property to their mutual satisfaction. Each party shall be entitled to the property in their present physical possession. Wife shall be entitled to all personal property which remains in the family home as of the date of separation. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to the personal property above recited, free of any and all claim of the other party.

4. PENSION PLANS.

Each party shall retain free and clear of any claim from the other all pension plans, IRA accounts or 401(K) plans presently titled in their individual names.

5. BANK ACCOUNTS.

Each party shall retain free and clear of any claim from the other all savings, checking or certificates of deposit presently titled in their individual names. Any joint accounts shall be divided equally between the parties.

6. AUTOMOBILE.

Each party shall keep free and clear of any claim by the other the automobile(s) presently titled in their individual names.

7. REAL PROPERTY.

Wife owns real estate known as 836 Chanter Drive, Westminster, Maryland, which real estate is subject to a mortgage. Husband shall release any and all claim to the marital home and Wife shall assume full responsibility for the outstanding mortgage.

8. DEBTS

Husband and Wife further covenant and agree 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, except as specifically set forth in this paragraph. 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.

9. WAIVER OF RIGHTS

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, Family Law Article, Sections 8-201 - 8-211, 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.

10. NON-WAIVER OF RIGHTS

Nothing contained in this Voluntary Separation and Property 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.

11. INDEPENDENT COUNSEL

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

12. LEGAL FEES AND COURT COSTS

Wife shall contribute the sum of Five Hundred Dollars ($500.00) towards Husband's attorney's fees. Thereafter, Husband and Wife covenant and agree that each shall pay his or her own attorneys' fees and Court costs arising out of this Agreement and any subsequent divorce action.

13. INCORPORATION OF AGREEMENT

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.

14. MODIFICATIONS TO AGREEMENT

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.

15. ENTIRE AGREEMENT

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. APPLICABLE LAW

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

17. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement 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 the day and date above written.

WITNESS	JOHN R. O'BRIEN, JR. (SEAL)
WITNESS	MARY ANN DUFRESNE (SEAL)

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Anne Arundel)

I HEREBY CERTIFY that on this 3rd day of February, 1986, the above-named JOHN R. O'BRIEN, JR., personally appeared before me 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 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.

Barbara Anne Onorato
Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 24th day of February, 198__, the above-named MARY ANN DUFRESNE, personally appeared before me 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 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.

Notary Public
My Commission Expires: 7/1/86

NOTARY PUBLIC CARROLL

JAMES J. JETT Plaintiff vs DOROTHY MAE JETT Defendant	: : : :	In the Circuit Court for Carroll County Case No. CV 3345

JUDGMENT OF ABSOLUTE DIVORCE

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 9TH day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, James J. Jett, be and he is hereby granted an Absolute Divorce from the Defendant, Dorothy Mae Jett; and

It is further ADJUDGED and ORDERED that the Defendant, Dorothy Mae Jett, be and she is hereby awarded the guardianship and custody of Melissa Dawn Jett and James Franklin Jett, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated April 14, 1986 and filed in this cause of action, be and it is hereby approved and incorporated,but not merged, into this Judgment of Absolute Divorce;

And it is further ADJUDGED and ORDERED that the Plaintiff, James J. Jett, be and he shall have the right of visitation with the minor children of the parties as set out in paragraph 1 of the Agreement, subject, to the further Order of this Court; and

It is further ADJUDGED and ORDERED that the Plaintiff pay direct unto the Defendant the sum of $500.00 per month for child support pursuant to Paragraph 3 of the Agreement, and, in addition thereto, shall maintain health insurance, etc. in accordance

Filed July 9, 1987

with Paragraph 2 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the issue of re-financing the marital home of the parties hereto be and it is hereby reserved for future determination pursuant to the provisions of Paragraph 5.4d of the Agreement; and

It is further ORDERED that the issue of holding Defendant harmless in the case of Elkridge National Bank vs. Patapsco Valley Farms, Inc., James J. Jett and Dorothy Mae Jett, Case No. 86 CG 4147, in the Circuit Court for Baltimore County, be and it is hereby reserved for future dtermination; and

It is further ORDERED that the Counter Complaint filed in this cause, be and it is hereby dismissed; and

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

Luke K. Burns, Jr.
Judge

EXHIBIT A

MARITAL AGREEMENT

THIS AGREEMENT, Made and entered into this 14th day of April, 1986, by and between JAMES F. JETT, hereinafter referred to as "Husband", and DOROTHY MAE JETT, hereinafter referred to as "Wife".

WHEREAS the parties hereto were married on April 15, 1972, in Howard County, Maryland, and as a result of their marriage, two children have been born unto them, namely Melissa Dawn Jett, born July 26, 1977 and James Franklin Jett, born May 31, 1979; and,

WHEREAS the parties have lived separate and apart from each other without any cohabitation for more than two years prior to the execution of this Marital Agreement; 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, and to further settle their rights to support, maintenance and counsel fees, the matter of child custody and support, and to further settle all other matters growing out of their marital relationship; and the parties deem it in their best interests to enter into this Agreement to formalize their understandings one with the other.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and to accomplish the intended results, both parties, after due

DMJ
JFJ

consideration, do fully and voluntarily covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

1. CARE AND CUSTODY OF MINOR CHILDREN

1.1. The parties agree that the welfare of their children is the paramount consideration of each of them. Accordingly, neither party shall in any manner whatsoever attempt to influence the children against the other party or permit any other person to so influence the children, but each shall instill in the children a feeling of love and respect for the other.

1.2. The parties agree that Wife will have the care and custody of the parties'two minor children, namely Melissa Dawn Jett and James Franklin Jett.

1.3. During the childrens' minorities, the parties agree that:

(a) Each party shall keep the other informed of his or her current residence, including mailing address, telephone number and physical location.

(b) The parties shall confer with each other on all important matters pertaining to the childrens' health, welfare, education and rearing with a design toward a harmonious policy so as to promote the best interests of the children, although Husband recognizes Wife's ultimate decision making authority as custodian of the children

DMJ
JFJ

regarding these matters.

1.4. Husband shall have full and liberal rights of visitation with his children, particularly as to having his children visit with him in his home so that as close a relationship as possible shall be maintained between husband and his children. This liberal visitation shall include, but not be limited to, the sharing of or alternating holidays between Wife and Husband with the children, overnight visitation in the home of the other, and husband having the children with him for extended periods of time during the course of the year.

In order to facilitate a more flexible and natural visitation scheme, the parties have not established a more structured visitation schedule than that as stated above. However, the parties intend and contemplate that there will exist at all times a free and natural scheduling of visitation in keeping with the best interests of their children. In order to avoid unnecessary confusion and provide stability for their children, the parties will make a good faith effort to effect visitation on a prearranged schedule and to abide by that schedule. In addition, the parties agree one with the other that their children shall at all times have access to and communications with their parents.

2. <u>HEALTH INSURANCE AND MEDICAL EXPENSES</u>

2.1. Husband agrees to maintain his existing medical insurance coverage, or any equivalent plan for the benefit of the parties children. If medical insurance coverage is available to Wife for the children through her employment at no cost to Wife, then Wife shall also maintain insurance coverage for the benefit of the children. The parties' obligation for medical insurance for medical insurance provided in this paragraph shall cease and terminate upon the first to occur of the following events with respect to each child: (1) death of the child; (2) death of husband or wife as the case may be; (3) marriage of the child; (4) child becoming fully self-supporting; (5) the child becoming 18 years of age, unless the child after having reached 18 years of age is still in high school finishing his or her last year of high school, and in that event said health insurance coverage shall continue until the completion of his or her high school education. And provided further, that in the event that the child has expressed an intent to attend college on a full time basis beginning after the child's graduation from high school, and the child thereafter be attending college on a full time basis and remains eligible to be covered under Husband's health insurance plan through his place of employment while so attending college, then Husband (and Wife should her plan so permit and there be no additional cost to her) agrees to so maintain that child

on his health insurance plan for as long as he is entitled to do so pursuant to the terms of said plan but not past the child's twenty-second (22nd) birthday.

2.2. Husband agrees to be fully liable for the payment of all extraordinary medical and dental expenses which are not covered by insurance regarding each of the children. Said medical and dental expenses shall include, but not be limited to, orthodontry and appliances, nursing and hospital expenses, optical and psychological counseling. Provided, however, that Wife agrees that she will not incur said expenses on behalf of any of the children, absent an emergency, without first consulting with Husband and in good faith discussions accepting his input regarding such expenses. Husband's obligation for such uncovered extraordinary expenses as to each child shall continue until such time as the first of any of the following events with respect to each child shall occur: (1) death of the child; (2) death of Husband or Wife as the case may be; (3) marriage of the child; (4) the child becoming fully self-supporting; (5) child becoming eighteen (18) years of age, unless the child after having reached eighteen years of age is still in high school finishing his or her last year of high school, and then in that event, until such time as the child has completed his or her high school education.

2.3. The parties agree to equally divide

between them the costs of any ordinary medical and dental expenses for the children which are not covered by insurance. Said ordinary medical and dental expenses shall include, but not necessarily be limited to, prescription medications, physical and optical examinations, dental examinations and ordinary dental work, and laboratory tests. They shall not include ordinary drug items which are sold over the counter.

Wife shall accumulate receipts and/or other appropriate evidence of these ordinary expenses on a monthly basis and provide Husband with said information by the first day of each month. Husband shall thereupon pay directly unto Wife his portion of said expenses on or before the first day of the following month.

The parties' obligation for such uncovered extraordinary expenses as to each child shall continue until such time as the first of any of the following events with respect to each child shall occur: (1) death of the child; (2) death of Husband or Wife as the case may be; (3) marriage of the child; (4) the child becoming fully self-supporting; (5) child becoming eighteen (18) years of age, unless the child after having reached eighteen years of age is still in high school finishing his or her last year of high school, and then in that event, until such time as the child has completed his or her high school education.

2.4. The parties acknowledge the importance of there being a continuity of health insurance coverage upon their children, and that there not be allowed any lapses to occur in such insurance. Therefore, Husband agrees that in the event he should lose his health insurance coverage upon his children, such as the result of termination of Husband's employment, and he not be able to promptly obtain substitute coverage for his children, he will then without delay, notify Wife of the intended or actual loss of the children's health insurance coverage in order that the matter may be addressed without delay. In the event that Wife is employed at the time and has available to her her own family health insurance coverage through her place of employment, then Wife shall have the children covered under her separate health insurance policy. Thereafter, Husband shall on a monthly basis reimburse Wife for any additional premium incurred by Wife as a result of having placed the parties' children on her insurance plan. If Wife has no plan available to the children then Husband shall have the responsibility to, without delay, obtain substitute insurance.

2.5. Until such time as the parties are divorced absolutely, Husband shall maintain Wife on his health insurance plan obtained through his place of employment, provided that Husband be permitted to do so under the terms of his insurance plan.

2.6. The parties agree that they will at all times in good faith cooperate one with the other concerning the timely submission of claims for health insurance benefits.

3. CHILD SUPPORT

3.1. Husband shall pay directly unto Wife for the support and maintenance of the parties' two children the monthly sum of Five Hundred Dollars ($500.00), commencing effective the date of this Agreement and due and payable on or before the first day of each month thereafter. Husband's obligation for child support as to each child shall continue until the first to occur of the following events: (1) death of the husband; (2) death of the child; (3) marriage of the child; (4) date on which the child becomes fully self-supporting; (5) child becoming 18 years of age, unless the child after having reached 18 years of age is still in high school finishing his/her last year of high school, and then in that event, said child support payments shall continue until the completion of his/her high school education. Partial employment or summer employment while the parties' children are students which does not supply sufficient income to render the child self-supporting, shall not serve to terminate support from the Husband.

3.2. The parties agree that upon the expiration of one year from the execution of this Agreement

they will, from time to time, but no more than once a year, negotiate in good faith regarding any modification as to the amount of child support being paid by Husband to Wife. Said negotiations shall be based upon the parties' respective incomes and the reasonable needs of the children. Both parties agree that they will, in furtherance of said negotiations, freely exchange financial information which, among other things, accurately reflects each party's income, assets and liabilities.

4. WAIVER OF ALIMONY

4.1. 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. Wife agrees and acknowledges that this waiver of alimony provision is unmodifiable by any court.

4.2. 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. Husband agrees and acknowledges that this waiver of alimony provision is unmodifiable by any court.

5. REAL PROPERTY

5.1. Description of Property

The parties acknowledge that

they own the following described parcels of real property at the time of the execution of this Agreement:

a. 1312 Placid Drive
Carroll County, Maryland
(Hereinafter referred to as the "Placid Drive Property").

The property is improved by a single family dwelling and acts as the residence of Wife and the parties' minor children.

b. Pennsylvania Cabin
Bedford County, PA
(Hereinafter referred to as the "Cabin Property").

By deed dated October 19, 1984, the parties hereto were conveyed an undivided one-third interest as tenants by the entireties in a certain tract of land containing approximately 4.9 acres and improved by a hunting cabin. The property is located in the Township of Mann, Bedford County.

c. Pennsylvania Farm
Juniata County, PA
(Hereinafter referred to as the "Pennsylvania Farm").

By Deed dated March 27, 1976, the parties hereto were conveyed a tract of farm

property located in Juniata County, Pennsylvania. This property lies partially in the Tuscarora Township and partialy in the Spruce Hill Township. The parcel contains approximately 76.61 acres.

d. 7375 Washington Boulevard
Howard County, Maryland
(Hereinafter referred to as the "Washington Boulevard Property).

This commercially zoned parcel of property was conveyed unto the parties hereto in 1983. It is improved by a single story building and other structures placed on the property by a tenant. The parcel contains approximately .687 acres.

e. 8729 Dogwood Road
Baltimore County, Maryland
(Hereinafter referred to collectively as the "Baltimore County Farm").

Collectively making up the Baltimore County Farm are various parcels of property all located within Baltimore County in the area known as Granite, and generally bounded by the following roadways: Davis Avenue, Wrights Mill Road, and Dogwood Road. These parcels are all titled in the names of both parties. Together, these parcels contain approximately 220 acres of land. One of these parcels is improved by a single family dwelling which

both serves as Husband's residence and the offices of Patapsco Valley Farms, Inc. The Baltimore County Farm is used for the business operations of the aforesaid corporation.

5.2. Encumbrances on Property

a. Placid Drive Property

First mortgage in favor of Sykesville Building Association in the approximate principal balance of $49,000.00. Both parties are obligated thereon.

Second mortgage in favor of Westminster Bank & Trust Company in the approximate principal balance of $359,205.00. Both parties are obligated thereon.

b. Cabin Property

Mortgage in favor of Westminster Bank & Trust Company in the approximate principal balance of $359,205.00.

c. Pennsylvania Farm

Mortgage in favor of Westminster Bank & Trust Company in the approximate principal balance of $359,205.00. Both parties are obligated thereon.

d. Washington Boulevard Property

Mortgage in favor of Mary Retaliata in the approximate principal balance of $34,345.00. Both parties are obligated thereon.

e. Baltimore County Farm

Mortgage in favor of Westminster Bank & Trust Company in the approximate principal balance of $359,205.00. Both parties are obligated thereon.

5.3. Disposition of Property

a. Provided that Husband has been offered a loan commitment for the refinancing of the parties' aforementioned debt due to the Westminster Bank & Trust Company, and provided Husband has formally accepted said commitment in his name alone, then within three (3) days from the date of the execution of this Agreement, the parties agree that:

(1) Husband shall convey unto Wife all of Husband's right, title and interest in and to the Placid Drive Property.

(2) Wife shall convey unto Husband all of Wife's right, title and interest in and to the Baltimore County Farm, which shall consist of all land owned by the parties together which is situated in Baltimore County.

(3) Wife shall convey unto Husband all of Wife's right, title and interest in and to the Cabin Property.

(4) Husband shall convey unto Wife all of Husband's right, title and interest in and

to the Pennsylvania Farm.

In furtherance thereof, the parties shall execute any deed, assignment, or other document which may be reasonably necessary to carry out said conveyances. Any costs associated with the preparation of such deeds or other documents necessary to transfer title to these properties and the costs of recording, etc. shall be paid for by Husband alone.

b. Additional terms concerning the Pennsylvania Farm shall be as follows:

(1) For a period of three (3) years from the date of the execution of this Agreement, Wife shall not offer to sell, sell, or in any other manner encumber the Pennsylvania Farm, unless the parties hereto jointly agree during this period for Husband to purchase Wife's interest in said property for its fair market value.

Beginning upon the expiration of three (3) years from the date of the execution of this Agreement and for a five (5) year period thereafter, Wife shall have the right to sell and/or encumber the Pennsylvania Farm provided that she first in writing provide unto Husband a reasonable time (not to be less than ninety (90) days) to purchase Wife's interest in the Pennsylvania Farm at its fair market value.

Upon the expiration of eight

(8) years from the date of the execution of this Agreement, and for a ninety (90) day period thereafter, Husband shall have the absolute right to purchase from Wife the Pennsylvania Farm at its fair market value. In the event that Husband does not exercise this option during this ninety (90) day time period, he shall no longer have any option to purchase this property from Wife pursuant to the terms of this Agreement and Wife shall be absolutely free to dispose or treat this property as she deems appropriate.

In the event that the parties cannot agree as to what would be a "fair market value" for this property should Husband be exercising his option to purchase, then the parties shall promptly agree upon the use of a professional land appraiser to provide an appraisal as to fair market value and the parties shall divide between them the cost of such an appraisal. If, after receiving said appraisal, one or both parties find the same to be unacceptable, the dissatisfied party shall promptly at his or her own expense, utilize the services of another professional land appraiser which both parties find acceptable. The parties agree that they will take the average of these appraisals and be bound by such average as the established fair market value in determining the price to be paid by Husband unto Wife for the property.

(2) During the period of Husband's option to purchase Wife's interest in the Pennsylvania Farm (potentially eight (8) years and ninety (90) days from the date of the execution of this Agreement) as above established, Husband shall have the exclusive right to use the land for the purpose of growing trees or for such other reasonable uses not inconsistent with generally accepted agricultural practices and Husband shall be entitled to any proceeds therefrom. Provided, however, that under no circumstances shall Husband cause damage to the property, waste the assets of the property (such as the cutting or destruction of existing timber), or in any other manner cause a diminution in the value of the land unless Husband has received from Wife specific written approval to the contrary.

(3) During the period of Husband's option to purchase Wife's interest in the Pennsylvania Farm as above established, Husband agrees to be fully responsible for the timely payment of any debts or claims associated with this property, to include but not be limited to property taxes, insurance premiums, and maintenance. Husband agrees to hold Wife totally harmless thereon and to indemnify Wife for any loss, including reasonable legal fees, she may sustain as a result of said expenses associated with the property. Wife agrees to promptly submit to Husband evidence of any such expenses regarding the property which she may

receive.

c. The Washington Boulevard Property shall be handled as follows:

(1) The parties acknowledge the existence of a commercial lease on the Washington Boulevard Property with the parties hereto named thereon as landlord and the Baltimore-Washington Tire & Fleet Service, Inc. and Michael Gordon, Jr., named as tenants. This lease commenced on March 1, 1984, for a one-year period subject to annual one year renewals for four additional years. The parties agree that they will continue to comply with all of the terms of said lease as set forth therein.

(2) Wife agrees that Husband shall be the parties' exclusive representative regarding the management of this property and any dealings with any and all tenants thereon. In furtherance thereof, Wife agrees that she will promptly provide Husband with any tax notices, zoning notices, correspondence from tenant, or any other notices concerning this property received by Wife.

(3) In the aforesaid lease agreement, tenant has an option to purchase the property, said option not having been exercised as of the time of the execution of this Agreement. In the event that the tenant does not exercise his option to purchase, the parties agree that they will cooperate one with the other in diligently

attempting to accomplish the expeditious sale of this property.

(4) Until such time as the aforesaid mortgage due the Sykesville Building Association regarding the Placid Drive Property (or any substitute mortgage as a result of the refinancing of this loan) has been fully satisfied, Wife will be entitled to all rental income derived from the Washington Boulevard Property, provided that she be faithfully making the monthly payments on said mortgage on the Placid Drive Property. If the Washington Boulevard Property remain rented after such time as the mortgage on the Placid Drive Property has been fully satisfied, then the parties agree that the rental income shall be applied first to any expenses associated with the Washington Boulevard Property and any remaining amounts to be evenly divided between the parties.

(5) At such time as the Washington Boulevard Property is sold, the net proceeds due to the parties shall be applied first to any outstanding balance remaining on the aforementioned mortgage due Sykesville Building Association (or any substitute mortgagee as a result of the refinancing of the loan) on the Placid Drive Property, and any monies remaining thereafter shall belong entirely to Wife.

(6) The parties shall maintain

accurate records of rent received and disbursements made and shall make the same available to each other at all reasonable times.

(7) Until such time as the Washington Boulevard Property is sold and there remains a balance due to the Sykesville Building Association (or such other mortgagee as a result of the refinancing of the loan) regarding the aforementioned mortgage on the Placid Drive Property, Husband agrees that he will be solely obligated for any expenses associated with the Washington Boulevard Property, to include, but not limited to, repairs, property taxes, and the monthly payments due on the Retaliata mortgage. Husband agrees to hold Wife totally harmless thereon and will indemnify Wife for any loss, including reasonable legal fees, she may sustain as a result of said expenses associated with the Washington Boulevard Property.

(8) Absent the express written consent of the other, the parties agree that they will in no manner further encumber the Washington Boulevard Property.

(9) Wife shall have the right to require Husband at any time after the execution of this Agreement to convey unto Wife his interest in the Washington Boulevard Property. Provided, however, Wife shall thereafter on her own in good faith diligently pursue the sale of the property in order that the net proceeds therefrom can be

applied to the mortgage on the Placid Drive Property. Moreover, Husband shall, as long as there remains such mortgage on Wife's Placid Drive Property, have the option to purchase the Washington Boulevard Property at its fair market value. If the parties cannot agree on the property's fair market value, they shall utilize the same procedure in establishing the same as regards the Pennsylvania Farm Property.

5.4. Disposition of Encumbrances

a. Husband has applied to and received a loan commitment from the Equitable Bank for the refinancing of the debt due by the parties to the Westminster Bank & Trust Company. This commitment, which is in the principal amount of $400,000.00 is, among other things, contingent upon the parties hereto executing this Marital Agreement. Husband agrees to accept this loan commitment from Equitable and have Westminster Bank & Trust Company paid off in full. This new loan from Equitable Bank will encumber the Baltimore County Farm only. Wife will not be obligated thereon.

b. As long as Wife is receiving sufficient rental income from the Washington Boulevard Property, she shall timely make the monthly payments on the aforesaid mortgage on the Placid Drive Property. If for some reason there is a period where sufficient rental income is not being generated by the Washington Boulevard Property

prior to its sale, Husband agrees that he will pay directly unto Wife the necessary difference between what rental income is received, if anything, and the amount of the aforesaid mortgage payment due on the Placid Drive Property.

c. From the proceeds of the sale of the Washington Boulevard Property, the Retaliata mortgage will be paid off, as well as, hopefully, the remaining balance of the mortgage due on the Placid Drive Property. Husband agrees that he will be obligated to fully pay any remaining balance due on the Placid Drive Property mortgage should there be insufficient proceeds from the sale of the Washington Boulevard Property to fully satisfy the same, and that he will hold Wife totally harmless thereon and will indemnify her for any losses sustained by her as a result thereof, including reasonable legal fees.

d. As previously stated herein, the mortgage on the Placid Drive property is held by the Sykesville Building Association. The parties acknowledge that the interest on this mortgage is too high and out of line with present mortgage interest rates. Therefore, unless there appears a reasonably good chance that the Washington Boulevard Property is to be sold within ninety (90) days from the date of this Agreement, the parties agree that they will in good faith cooperate one with the other in making application for the refinancing of the mortgage held by

Sykesville Building Association on the Placid Drive Property upon such terms as appear reasonable. Husband agrees that he will be fully obligated for and pay any costs associated with such refinancing, including but not limited to, application fees, credit reports, settlement charges, points, etc. Regarding said costs, Husband will hold Wife totally harmless thereon and will indemnify her for any losses sustained by her as a result thereof, including reasonable legal fees.

6. PERSONAL PROPERTY

6.1. Wife shall have as her sole and exclusive property all items of tangible personal property located in or about the Placid Drive Property in Carroll County.

6.2. Husband agrees that Wife shall have the continued exclusive use of the 1982 Datsun station wagon which she has been using prior to the execution of this Agreement and which is presently titled in the name of "Patapsco Valley Company". This vehicle is fully paid for. Husband agrees that he will fully cooperate with Wife in the retitling of this vehicle into Wife's name alone at any time that Wife will make such a request of Husband. Moreover, Husband agrees that as long as the vehicle is named under the present business insurance policy maintained by Husband, he will continue paying the insurance premiums regarding this vehicle. Wife shall be fully responsible for the cost of all repairs and maintenance concerning this vehicle, and any

other costs associated with the operation thereof. Moreover, Wife agrees to hold Husband harmless and to indemnify Husband for any losses that he may sustain as a result of the existence or operation of this motor vehicle.

6.3. All other items of tangible personal property, other than those located at Wife's residence at the Placid Drive Property or the 1982 Datsun station wagon, shall hereinafter be Husband's sole and exclusive property to which Wife shall have no right to whatsoever. This shall include, but not be limited to, all items of tangible personal property located in or about Husband's residence at the Baltimore County Farm, and any and all tangible personal property owned by Patapsco Valley Farms, Inc. (a closed corporation) or any other business entity owned by Husband.

6.4. Each party shall have as his or her sole and separate property, any savings, checking, or investment accounts which are at the time of the execution of this Agreement in that party's separate name.

7. DEBTS

7.1. 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 debts or liabilities, and shall hold and save the other harmless and indemnify the other from any such debts or obligations.

7.2. Husband agrees to hold Wife totally harmless and to indemnify Wife for any losses she may sustain as a result of the pendency of the following two lawsuits, namely: (1) Mark Hannon, et al v. James F. Jett, et ux, in the Circuit Court for Howard County, Maryland, Law No. A-12579; and (2) Lynn Wolfe v. James Jett, et ux, in the Circuit Court for Baltimore County, Maryland, Case No. 84-CG-8103/110. Wife agrees that she will cooperate fully with Husband in the defense and/or prosecution of said cases to their conclusion.

7.3. Husband, individually and as President of Patapsco Valley Farms, Inc., hereby agrees to hold Wife totally harmless and to indemnify Wife for any losses she may sustain as a result of any judgments, actions, claims, suits, or otherwise (to include any tax obligations, past, present and future), arising from any business activities on the part of Husband, any personal activities on the part of Husband, any use by Husband of the parties' land, any business activities on the part of Patapsco Valley Farms, Inc. or any other business entity owned or controlled by Husband, whether such activities on the part of Husband, Patapsco Valley

Farms, Inc., and/or any other business entity owned or controlled by Husband, have been in the past, are present, or shall be done in the future.

7.4. Husband agrees to be responsible for the payment of all reasonable legal fees and costs incurred in assuring Husband's performance of the obligations pursuant to this Agreement. Similarly, Wife shall be responsible for the payment of all reasonable legal fees and costs incurred in assuring her performance of her obligations pursuant to this Agreement.

7.5. The parties acknowledge that Wife, prior to the execution of this Agreement, has had the use of one or more credit cards in Husband's name. Until such time as Husband shall notify Wife otherwise in writing, Wife may continue to utilize such credit card or cards in Husband's name provided that Wife shall be solely liable for the timely repayment of any and all charges incurred by her, and provided that Wife be making a good faith effort to obtain credit in her name alone. Wife agrees that, regarding any such charges made by her, whether they be prior to or subsequent to the execution of this Agreement, she will timely repay the principal and any interest due thereon and any other charges assessed as a result thereof, including reasonable legal fees, and that she will hold Husband totally harmless thereon and will indemnify him for any losses that

he may sustain as a result thereof.

8. LIFE INSURANCE

8.1 Until such time as each of the parties' children shall become eighteen (18) years of age, Husband shall maintain upon his life at his expense a level of life insurance in the face amount of at least One Hundred Thousand Dollars ($100,000.00). Husband agrees that said policy or policies of life insurance shall hereinafter during the period that at least one of the parties' children remains under the age of eighteen (18) years, designate Dorothy M. Jett as primary beneficiary thereof as Trustee for the benefit of the parties' children.

8.2 The Trust as established in 8.1 shall be managed as follows:

(a) The Trustees shall use the income therefrom and/or principal if necessary of the Trust for the general health, education, welfare and benefit of the minor child or children of the parties and for the benefit of those children of the parties who have reached the age of majority and who are attending college on a full time basis if, in the discretion of the Trustees, sufficient funds will remain for the minor child or children.

(b) At such time as the parties' youngest child shall attain 18 years of age, or later if such child is attending college on a full time basis, but under no circumstances past the youngest surviving child's twenty-second (22nd) birthday, the Trust shall terminate and the principal thereof and any accumulated income therein, shall be divided among the then surviving children of the parties.

(c) In the event that all of the parties children should die during the course of the Trust, then the principal and any accumulated income therein shall pass pursuant to the terms as contained in Husband's Last Will and Testament.

8.3. Husband agrees to provide Wife with satisfactory evidence of the maintenance and good standing of such insurance on his life as required herein upon written request from Wife, said request from Wife not to be made more than once per year.

9. INCOME TAX MATTERS

9.1. For as long as the parties are eligible to do so, they may, but will not be required to, file joint income tax returns, both Federal and State. In the event of the filing of such joint returns, each party shall pay a ratio of the total tax due which equals the ratio of that party's income to the total income of the parties. In no

event, however, shall either party be required to accept a liability (exclusive of credits) under a joint return which would be greater than the liability of such party filing separately. The parties further agree to divide any tax refunds or rebates in accordance with the above stated formula.

9.2. For as long as Husband shall faithfully pay child support as called for herein, he shall be entitled to declare the parties' younger child as a dependency exemption on his separate income tax returns if the parties do not file jointly. Wife agrees that she will sign IRS Form 8332 or any other declaration required by the Treasury Department or the Internal Revenue Service to implement this agreement and agrees to provide such declaration to Husband each year as needed.

9.3. Husband represents and warrants to Wife that he has heretofore paid all income taxes, State and Federal, on all joint returns heretofore filed by the parties; that no interest or penalties are due and owing with respect thereto; that no tax deficiencies are pending or threatened thereon; and that no audit thereon is pending.

If there is a deficiency assessment in connection with any of the aforesaid returns heretofore or hereafter filed, Husband shall notify Wife immediately in writing. He shall pay the amount ultimately found to be due

thereon resulting from his income, together with the interest and penalties, and any and all expenses that may be incurred if he decides to contest the assessment. Wife will be responsible for any deficiency attached to her income. Except as provided in this Agreement, Husband shall in all respects indemnify Wife against and hold her harmless from any deficiency assessments or tax liens arising out of any joint returns for income attributable to Husband heretofore or hereafter filed by the parties, as well as any damages and expenses whatsoever in connection therewith. Husband shall keep Wife fully informed of any and all steps taken by him with respect to the deficiency assessment.

10. ATTORNEY'S FEES, COURT COSTS

10.1. The parties agree that in the event that either should seek a divorce, the petitioning party shall be responsible for his or her own attorney's fees and all court costs associated with said court action.

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

11.1. 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 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 or her property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party and thus this shall be equivalent to a "General Release", 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 Title 8, Subtitle 2, of the Family Law Article, Annotated Code of Maryland (as amended) and Article 16, Section One of the 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 or her 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.

12. MUTUAL RELEASE AND HOLD HARMLESS

12.1. Subject to and except for the provisions of this Agreement, each party is released and discharged, and by his 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.

13. INDEPENDENT COUNSEL, PARTIES FULLY INFORMED

13.1. THE PARTIES HEREBY EXPRESSLY CERTIFY THAT CONSENT TO THE EXECUTION OF THIS AGREEMENT HAS NOT BEEN OBTAINED BY DURESS, FRAUD, OR UNDUE INFLUENCE OF ANY PERSON; THAT EACH PARTY HAS HAD THE OPPORTUNITY FOR ADVICE OF THEIR OWN SEPARATE COUNSEL IN THE EXECUTION OF THIS AGREEMENT (WIFE ACKNOWLEDGES THAT ROBERT D. AHLSTROM AND THE FIRM OF AHLSTROM & DAVIS IN DRAFTING THIS AGREEMENT HAS UNDER NO CIRCUMSTANCES

RENDERED ANY ADVICE TO WIFE CONCERNING THIS AGREEMENT NOR ACTED IN THE CAPACITY AS WIFE'S COUNSEL AND THAT SHE WAS SPECIFICALLY ADVISED TO SEEK HER OWN SEPARATE AND INDEPENDENT LEGAL COUNSEL), AND THAT NO REPRESENTATIONS OF FACT HAVE BEEN MADE BY EITHER PARTY TO THE OTHER EXCEPT AS HEREIN EXPRESSLY SET FORTH; AND THAT THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING OF THE PARTIES. THERE ARE NO WARRANTIES, PROMISES, COVENANTS, OR UNDERTAKINGS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND EACH PARTY ACKNOWLEDGES THAT THIS AGREEMENT IS FAIR AND REASONABLE.

14. MODIFICATION AND WAIVER

14.1. 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.

15. SEPARABILITY

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

16. CONTROLLING LAW

16.1. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland which are in effect at the time of the execution of

this Agreement. This Agreement has been drafted and prepared by both parties and should not, in the event of a dispute, be interpreted against one party or the other.

17. FURTHER ASSURANCES

17.1. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and 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 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.

18. INCORPORATION

18.1. 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 temporary or 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 hereof 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. It is further agreed that regardless of

whether said Agreement or any part hereof 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 said parties have hereunder set their hands and seals the day and year first above written.

WITNESS:

Jeffrey D. Foot

James F. Jett (SEAL)
JAMES F. JETT

James F. Jett
JAMES F. JETT, President,
Patapsco Valley Farms, Inc.

Grace H. MacLellan

Dorothy M. Jett (SEAL)
DOROTHY M. JETT

STATE OF MARYLAND, COUNTY OF Carroll

I HEREBY CERTIFY that on this 14th day of April 1986, the above-named JAMES FRANCIS JETT, individually and as President of Patapsco Valley Farms, Inc. personally appeared before me 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 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.

Grace H. MacLellan
Notary Public

My Commission Expires: 7/1/86.

STATE OF MARYLAND, COUNTY OF Carroll

I HEREBY CERTIFY that on this 14th day of April, 1986, the above-named DOROTHY M. JETT personally appeared before me 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 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.

Patricia A. Catania
Notary Public

My Commission Expires: 7-1-86

A G R E E M E N T

It is agreed by and between JAMES F. JETT and DOROTHY MAE JETT that the Marital Agreement executed the 14th day of April, 1986, will be declared null and void should James F. Jett fail to receive approval of the loan committment in the amount of Four Hundred Thousand Dollars ($400,000.00) from Equitable Bank and Trust Company. The parties further agree that should the aforementioned Marital Agreement be declared null and void, they will, in good faith, attempt to negotiate a Voluntary Separation and Property Settlement Agreement.

WITNESS:

Jeffrey D. Scott — James F. Jett (SEAL)
JAMES F. JETT

Grace H. MacLellan — Dorothy M. Jett (SEAL)
DOROTHY MAE JETT

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 14th day of April, 1986, the above-named JAMES F. JETT personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement 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.

Grace H MacLellan
Notary Public
My Commission Expires: 7/1/86

BOOK 31 PAGE 247

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 14th day of April, 1986, the above-named DOROTHY MAE JETT personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement 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.

Patricia A. Calania
Notary Public
My Commission Expires: 7/1/86

PATRICIA A. CALANIA NOTARY PUBLIC CARROLL COUNTY, MARYLAND

DISTRICT COURT OF MARYLAND FOR

BOOK 31 PAGE 248

EXHIBIT B

DC/CV 1 F0 (1/8

LOCATED AT: DISTRICT COURT #8-1
900 WALKER AVENUE
BALTIMORE, MARYLAND 21220

CASE NO. 11213 86

COMPLAINT ☐ $1,000 or under ☒ over $1,000

Clerk: Please docket this case in an action of ☐ contract ☐ tort ☐ replevin ☐ detinue. The particulars of this case are:

the defendants requested that the plaintiff provide certain insurance coverage to the defendant on an open account. The cost for said insurance coverage was reasonable and ordinary. The outstanding balancue due for the insurance coverage is in the total amount of $3,100.31 which the defendant has failed to pay after proper demand.

PLAINTIFF:
Carroll County Insurance Agency, Inc.
1425 Liberty Road
Eldersburg, MD 21784

VS.

Defendant (s):
James Jett
T/A Patapsco Valley Farms, Inc.
7375 Washington Blvd.
Baltimore, MD 21227

Dorothy Jett
T/A Patapsco Valley Farms, Inc.
7375 Washington Blvd.
Baltimore, MD 21227

Return

(See Continuation Sheet)

The Plaintiff claims:
☒ $ 3,100.31 plus interest of $ _____ from _____
attorney's fees of $ _____ plus court costs
☐ Return of the property and damages of $ _____ for its detention in an action of replevin.
☐ Return of the property, or its value, plus damages of $ _____ for its detention in action of detinue.
☐ Other:
and demands judgment for relief.

"X" Robert T. Martz
Signature of Plaintiff/Attorney

ATTORNEY:
Plaintiff - Name, Address & Telephone No.
Walter C. Martz, II
Martz and Martz, P.A.
121 N. Court St.
Frederick, MD 21701

Telephone Number: _____

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

There are attached the documents indicated which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☒ Itemized statement of account ☐ Interest Work Sheet
☐ Vouchers ☐ Check ☐ Other written document ☐ _____ ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☒ Plaintiff ☐ Robert T. Martz, Agent (Owner/Partner/Agent/Officer) of the plaintiff herein and am competent to testify to the matters stated herein, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

☐ That _____
(Here state any facts upon which the Plaintiff claim is based.)

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters. The Defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

3-26-86

"X" Robert T. Martz

BOOK 31 PAGE 249

CARROLL COUNTY INSURANCE AGENCY, INC.

STATEMENT

Insurance of Every Kind
1425 Liberty Road - Eldersburg, Maryland 21784
Phone: 301-795-8161

ACCOUNT NO. | DATE 2/26/86

James & Dorothy Jett
T/A Patapsco Valley Farms Inc
7375 Washington Blvd
Baltimore, MD 21227

PAYMENT ENCLOS

POLICY PERIOD EFFECTIVE	EXPIRATION	POLICY NUMBER	DESCRIPTION	AMOUNT
			Balance - per attached schedule	3,100.31

CURRENT	1-30	31-60	OVER 60 DAYS

CARROLL COUNTY INSURANCE AGENCY, INC.
1425 Liberty Road
Eldersburg, Maryland 21784
Phone: 301-795-8161

BOOK 31 PAGE 250

Business Auto Pol #BA13[illegible] Report of Audit 6/16/8[illegible] - 6/16/83	17.00
Package Policy #MP1547537 Report of Audit 6/16/82 - 6/16/83	419.00
Worker's Compensation Policy #WC1023084 Installment #11	592.00
Package Policy #MP1911627 Installment #4	123.00
Business Auto Policy #BA1334332 Installment #4	460.00
Worker's Compensation Policy #WC1038716 Renewal Deposit Premium	1,814.00
November 1983	
Package Policy #1911627 Installment #5	123.00
Business Auto Policy #1334332 Installment #5	460.00
Business Auto Policy - endorsement deleting 1979 Mack Dump Truck effective 9/1/83	(846.00)
Worker's Compensation Policy #1038716 Endorsement amending class effective 10/28/83	(105.00)
December 1983	
Package Pol #1911627 - installment #6	123.00
Business Auto Pol #1334332 - installment #6	460.00
Worker's Compensation Pol #1038716 Installment #1 (10/23/83 - 12/1/83)	570.00
Installment #2 (12/1/83 - 1/1/84)	570.00
Worker's Compensation Policy #WC1023084 Report of Audit 10/28/82 - 10/28/83	1,499.00
January 1984	
Package Pol #1911627 - installment #7	123.00
Business Auto Pol #1334332 - installment #7	460.00
Business Auto Policy - endorsement deleting 1980 Mack Dump Truck effective 12/2/83	(556.00)
Worker's Compensation Policy #1038716 Installment #3 (1/1/84 - 2/1/84)	570.00
February 1984	
Package Pol #1911627 - installment #8	123.00
Business Auto Pol #1334332 - installment #8	460.00
Business Auto Policy - endorsement deleting 1978 Ford Tandem Dump effective 1/1/84	(430.00)

March 1984		
Package Pol #1911627 - installment #9		$ 123.00
Business Auto Pol #1334332 - installment #9		460.00
Worker's Compensation Pol #1038716 Installment #4 (2/1/84 - 3/1/84)		570.00
April 1984		
Package Pol #1911627 - installment #10		123.00
Business Auto Pol #1334332 - installment #10		460.00
Business Auto Pol - Deleting 1980 Mack Tractor effective 2/1/84 and 1979 Fruehauf Trailer		(495.00)
Endorsement amending class of vehicle #7 effective 1/20/84		(193.00)
Endorsement adding 1980 F350 Ford Dump Truck eff. 1/20/84		55.00
Endorsement deleting 1978 White Trailer		(21.00)
Package Policy - Endorsement adding contractors equipment floater eff. 1/30/84		513.00
Endorsement deleting items #1 & #2 from equipment floater		(154.00)
Worker's Compensation Pol #1038716 Endorsement amending class rates and premiums		(1,073.00)
May 1984		
Worker's Compensation Policy #1038716 Installment #5 (3/1/84 - 3/31/84)		570.00
Accumulated Late Charges Through 5/31/84		675.81
Total Premium Billed and Credited		10,819.81
Payments received after 10/84		
	11/25/83	(3,410.00)
	1/31/84	(1,499.00)
Account Balance as of 5/31/84		$5,910.81

Patapsco Valley Tree Fa

Account Summary (cont.)

October 31, 1985

Balance carried forward		$ 5,910.81
Worker's Compensation Policy #1-038-716 effective 10/28/83 - 10/28/84		
Installment #6	(4/1/84 - 4/30/84)	212.00
Installment #7	(5/1/84 - 5/31/84)	212.00
Installment #8	(6/1/84 - 6/30/84)	212.00
Installment #9	(7/1/84 - 7/31/84)	212.00
Installment #10	(8/1/84 - 8/31/84)	212.00
Installment #11	(9/1/84 - 9/30/84)	212.00
Endorsement amending deposit premium		311.00 credit
Report of Audit 10/28/83 - 10/28/84		2,121.00
Audit returned to company as uncollectible		2,121.00 credit
Worker's Compensation Policy #1-057-261 effective 10/28/84 - 10/28/85		
Deposit Premium	due 10/28/84	232.00
Installment #1	due 11/28/84	224.00
Installment #2	due 12/28/84	224.00
Installment #3	due 1/28/85	224.00
Installment #4	due 2/28/85	224.00
Installment #5	due 3/28/85	224.00
Installment #6	due 4/28/85	224.00
Installment #7	due 5/28/85	224.00
Installment #8	due 6/28/85	224.00
Installment #9	due 7/28/85	224.00
Installment #10	due 8/28/85	224.00
Installment #11	due 9/28/85	224.00
Commercial Auto Policy #1-350-218 effective 6/16/84 - 6/16/85		
Deposit Premium	due 6/16/84	675.00
Installment #1	due 7/16/84	205.00
Installment #2	due 8/16/84	205.00
Installment #3	due 9/16/84	205.00
Installment #4	due 10/16/84	205.00
Installment #5	due 11/16/84	205.00
Installment #6	due 12/16/84	205.00
Installment #7	due 1/16/85	205.00
Installment #8	due 2/16/85	205.00
Installment #9	due 3/16/85	205.00
Installment #10	due 4/16/85	205.00
endorsement adding 1984 Int'l 1754 Dump Truck		505.00
endorsement deleting 1980 Ford Dump Truck		142.00 credit
Commercial Umbrella Policy #581XE1316 effective 6/16/84 - 6/16/85		450.00
Commercial Package Policy #1-564-146 effective 6/16/84 - 6/16/85		
Deposit Premium	due 6/16/84	356.00
Installment #1	due 7/16/84	118.00
Installment #2	due 8/16/84	118.00
Installment #3	due 9/16/84	118.00
Installment #4	due 10/16/84	118.00
Installment #5	due 11/16/84	118.00
Installment #6	due 12/16/84	118.00
Installment #7	due 1/16/85	118.00
Commercial Package Policy #1-911-627 Report of Audit 6/16/83 - 6/16/84		285.00
Accumulated Late Charges 6/1/84 - 9/30/85		613.91
Total Premiums Billed		$15,186.72
Less Payments Received		-12,086.41
Account Balance as of 10/31/85		$ 3,100.31

Payments Received:

6/13/84	$ 5,900.00 -
Record NSF check	5,900.00 +
7/12/84	5,900.00 -
Record NSF check	5,900.00 +
7/30/84	2,000.00 -
Record NSF check	2,000.00 +
9/27/84	2,000.00 -
10/25/84	3,836.00 -
11/28/84	3,836.00 -
1/29/85	2,414.41 -
Total	$12,086.41

STATEMENT

EXHIBIT C

DULANY, PARKER & SCOTT
ATTORNEYS AT LAW
127 EAST MAIN ST.-BOX 525
WESTMINSTER, MARYLAND
21157

WESTMINSTER 848-3333
BALTO LINE 876-2117

WILLIAM B. DULANY
ROBERT K. PARKER
JEFFREY D. SCOTT
ROBERT H. LENNON
MARC G. RASINSKY
J. BROOKS LEARY

CLARK R. SHAFFER
ROBIN L. WEISSE
DAVID B. WEISGERBER

FILE NO. _____

December 3, 1986

Ms. Dorothy Jett
1312 Placid Drive
Sykesville, Maryland 21784

RE: Dorothy Jett ats. Carroll Co. Ins. Agency, Inc.
District Court for Baltimore County
Case No: CV11243-86

FOR PROFESSIONAL SERVICES RENDERED:

Conference with client, numerous telephone calls with Atty. Clay Martz, telephone calls to District Court for Baltimore Co. and all negotiation with regard to obtaining a dismissal with regard to Dorothy Jett in the above-captioned matter.

$150.00

DBW/ljk

BALANCES OVER THIRTY (30) DAYS ARE SUBJECT TO A MONTHLY FINANCE CHARGE OF 1½% (18% ANNUALLY).

861124

EXHIBIT D

Department of the Treasury
Internal Revenue Service
PHILADELPHIA, PA 19255

BOOK 31 PAGE 255

71
JAMES F & DOROTHY M JETT
1312 PLACID DR
SYKESVILLE MD 21784

If you have any questions, refer to this information:

Date of This Notice: NOV. 24, 1986
Social Security Number: 212-52-2864
Document Locator Number: 28221-007-93209-6
Form 1040 Tax Year Ended: DEC. 31, 1984

Call: 962-2590 LOCAL BALTIMORE
or 1-800-424-1040 OTHER MD
488-3100 DIST. OF COL.
Write: Chief, Taxpayer Assistance Section
Internal Revenue Service Center
PHILADELPHIA, PA 19255
If you write, be sure to attach the bottom part of this notice.
Include your telephone number and the best time to call.

REMINDER OF BALANCE DUE

OUR RECORDS SHOW THAT YOU HAVE AN AMOUNT FOR THE ABOVE FORM AND TAX YEAR THAT HAS NOT BEEN PAID. THE AMOUNT YOU NOW OWE IS SHOWN BELOW.

IF YOU BELIEVE OUR RECORDS ARE NOT CORRECT, PLEASE SEE THE INFORMATION ABOUT THE AMOUNT YOU OWE ON THE BACK OF THIS NOTICE.

MAKE YOUR CHECK OR MONEY ORDER PAYABLE TO THE INTERNAL REVENUE SERVICE. PLEASE WRITE YOUR SOCIAL SECURITY NUMBER ON YOUR PAYMENT AND MAIL IT WITH THE BOTTOM PART OF THIS NOTICE. YOU SHOULD ALLOW ENOUGH MAILING TIME TO BE SURE WE RECEIVE YOUR PAYMENT BY DEC. 4, 1986.

AN ENVELOPE IS ENCLOSED FOR YOUR CONVENIENCE. THANK YOU FOR YOUR COOPERATION.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE US. TO MAKE SURE THAT IRS EMPLOYEES GIVE COURTEOUS RESPONSES AND CORRECT INFORMATION TO TAXPAYERS, A SECOND EMPLOYEE SOMETIMES LISTENS IN ON TELEPHONE CALLS.

AMOUNT YOU PREVIOUSLY OWED.....$	655.49
* PLUS PENALTY FOR LATE PAYMENT.....$	.00
* PLUS INTEREST ON LATE PAYMENT.....$	49.41
AMOUNT YOU NOW OWE.....$	704.90

See Codes 09 on the back of this notice that provide further explanations and instructions.

If you have any questions, you may call or write--see the information in the upper right corner of this notice. To make sure that IRS employees give courteous and correct information to taxpayers, a second IRS employee sometimes listens in on telephone calls.

Keep this part for your records. ↓ Detach Here ↓ Form 6709 (Rev. 3-86)

Send this part with your payment or inquiry. Please correct any errors in your name, address, or taxpayer identifying number.

Your Telephone Number ( ) — Best Time To Call

JAMES F & DOROTHY M JETT
1312 PLACID DR
SYKESVILLE MD 21784

Date of This Notice: NOV. 24, 1986
Social Security Number: 212-52-2864
Document Locator Number: 28221-007-93209-6
Form 1040 Tax Year Ended: DEC. 31, 1984

Attach check or money order here.

212522864 ZB 0000 30 0 8412 670 00000070490

Internal Revenue Service
PHILADELPHIA, PA 19255

Amount You Owe ..... $ 704.90
Subtract Payments We Haven't Included .....
Pay Adjusted Amount Due ..... $

71 8646 09

Form 6709 (Rev. 3-86)

BOOK 31 PAGE 256

MARIE ELAINE CORNWALL	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
KENNETH GEORGE MILLIGAN	*	CARROLL COUNTY
Defendant	*	CASE NO.: CV 3195

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

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 9TH day of July, 1987, by the Circuit Court for Carroll County, that the above named Plaintiff, MARIE ELAINE CORNWALL, be and she is granted an Absolute Divorce from the Defendant, KENNETH GEORGE MILLIGAN; and, it is further

ORDERED, that the Plaintiff be granted the right to continue to use her maiden name of MARIE ELAINE CORNWALL as she has done since her marriage to the Defendant; and, it is further

ORDERED, that the Defendant pay the costs of these proceedings.

Luke K. Burns
JUDGE

Filed July 9, 1987

BONNIE NIGHTINGALE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
R. LARRY NIGHTINGALE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2471

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 13TH day of July, 1987, that the Plaintiff, BONNIE NIGHTINGALE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, R. LARRY NIGHTINGALE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, JASON LARRY NIGHTINGALE (born December 10, 1971) 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 ORDERED, that the Defendant pay unto the Plaintiff the sum of Fifty-Five Dollars ($55.00) per week as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

Filed July 13 1987

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated October 15, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein except that at the same time that the parties settle on their property known as 849 Wisteria Drive, Westminster, Maryland, the Defendant will convey all his right, title and interest in and to a property known as 23 John Street, Westminster, Maryland to the Plaintiff and, at the same time, the Defendant will also pay to the Plaintiff the sum of Three Hundred Dollars ($300.00) as attorney's fees; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
JUDGE

MMG/kac 10/1/86

EXHIBIT A

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 15th day of October, by and between BONNIE S. NIGHTINGALE, hereinafter called "Wife", party of the first part, and R. LARRY NIGHTINGALE, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 14, 1966, in Carroll County and one child was born to them as a result of the marriage; namely, JASON LARRY NIGHTINGALE born December 10, 1971.

On March 29, 1986, 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:

Ph #1
4/23/89

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 March 29, 1986, 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.

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.

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, 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 child. In general the parties agree to continue with

the present arrangement which provides for maximum flexibility in the visitation arrangement and allows the minor child to decide when he shall visit with his father. Wife shall cooperate to the fullest extent possible to effectuate this intent. Should Wife be away from her residence on an overnight basis and should Jason not accompany her, it is agreed that Jason shall be in Husband's physical custody and Wife shall notify Husband in advance of her planned absence so Husband can plan for Jason's care and supervision accordingly.

Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant child the sum of $55.00 per week accounting from and with the first payment being due and payable one week after the date of the execution of this Agreement. 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); (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

4. Husband agrees to carry and keep in force existing medical insurance or its equivalent for the benefit of the minor child. Parties agree to be equally responsible for all uninsured medical expenses incurred on behalf of the minor child which shall include necessary optical and dental expenses. The parties' obligation under this paragraph 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.

5. Parties agree that they will equally share the costs of educating Jason after his graduation from high school. The costs for which the parties agree to be responsible shall be limited to the costs of tuition, room, board and books for a period of up to four (4) academic years at the college,

technical school, vocational school or other educational institution as Jason may select.

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. At settlement on 849 Wisteria Drive, Jason's clothing and personal effects shall be delivered to Wife.

7. Husband hereby transfers and assigns unto Wife all his right, title and interest in and to the 1982 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.

8. Except for the mortgages and other obligations which pertain to the hereinafter described jointly owned real property, parties agree that there are no other joint obligations or debts and each party agrees to be solely responsible and to indemnify the other from any and all liability in connection with any obligation which he or she has incurred in his or her sole name or may incur in the future.

9. 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.

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

11. Except for the sum of $300.00 which Husband agrees to contribute toward Wife's counsel fee, parties 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. Parties specifically agree that the party filing for divorce shall be responsible for Court costs and Master's fee. However, should any action be brought as a result of the alleged breach of this Agreement, the parties agree that the prevailing party in any such action shall have his legal expenses including reasonable attorney's fees, Court costs and Master's fee paid by the other party.

12. The parties own as tenants by the entireties the real properties known as 849 Wisteria Drive, Westminster, Maryland and 23 John Street, Westminster, Maryland. The parties are in the process of obtaining appraisals as to the market value of each property. The parties shall equally divide the costs of said appraisals. Once said appraisals have been obtained, the parties agree that their attorneys Marc G. Rasinsky and Michael M. Galloway shall attempt to solicit offers for the purchase of the Wisteria Drive property. Said offers shall be made in the form of sealed bids and the parties agree that they will accept the highest offer which is equal to or greater than ninety-five percent (95%) of the appraised value and is subject only to standard financing contingencies. The parties agree that they will allow sixty (60) days from the date of execution of this Agreement for the solicitation of an acceptable offer and that each will be responsible for one half (1/2) of the costs of said solicitation including the costs of advertising. Each party, however, agrees that he or she will pay his or her own attorney's fees incurred in connection with said solicitation. In the event that an acceptable bid is not received within sixty (60) days from the date of the execution of this Agreement, the parties agree that the property shall be listed with Zelma B. Ensor, a licensed real estate broker doing business in Carroll County, and they will accept the highest offer which is at least equal to ninety-five percent (95%) of the appraised value and which is subject only to standard financing contingencies. At settlement the parties agree to divide the net proceeds of sale which remain after the payment of all usual and ordinary settlement costs and other expenses of sale, including realtor's commissions, as follows:

A. Husband will receive an amount equal to one half (1/2) of the amount of the net proceeds from the sale of 849 Wisteria Drive plus an amount equal to one half (1/2) of the appraised value of 23 John Street less one half (1/2) of any mortgages or other liens or encumbrances.

B. Wife shall receive an amount equal to one half (1/2) of the net proceeds of sale from 849 Wisteria Drive less an amount equal to one half (1/2) of the appraised value of 23 John Street less one-half (1/2) of any mortgages or other liens or encumbrances.

13. Husband shall be entitled to retain as his sole separate property the 1985 Chevrolet. Wife shall execute such documents as may be necessary to title said vehicle in Husband's name alone. Husband shall pay the cost, if any, for the transfer of title.

14. 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, Family Law Article, Sections 8-201 through 8-213, 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.

15. The parties agree that Wife will file, if so requested by Husband, joint Federal and State income tax returns for the year 1986. Should the parties file joint returns, Wife shall have no greater liability than if the parties filed separate returns. Should the parties be entitled to a refund, Wife shall be entitled to the amount to which she would have received as a refund had she filed separately or one half (1/2)

of the joint refund, whichever is greater. Should the parties receive a joint refund the agree that the proceeds thereof shall be divided equally. In the event the parties file separate returns, they agree to claim the dependency exemption for the minor child on an alternating basis with Wife being entitled to the dependency exemption for said minor child for the first year for which separate returns are filed. Wife agrees that she will execute such other documents as are necessary to enable Husband to claim the dependency exemption for any year in which he is entitled to the exemption under the terms of this Agreement.

16. 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.

17. 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 trust, 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

necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the personal property described. 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.

18. 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 trust, 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 necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the personal property described. 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.

19. 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, but not merged, 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.

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

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.

22. 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: _____ Bonnie S. Nightingale (SEAL)
BONNIE S. NIGHTINGALE

Witness: Michael M. Galloway _____ R. Larry Nightingale (SEAL)
R. LARRY NIGHTINGALE

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 8th day of October 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BONNIE S. NIGHTINGALE, 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.

Donna B. Yutton
Notary Public

Donna B. Yutton NOTARY PUBLIC Carroll County, Maryland

My Commission Expires: 7-1-90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 15th day of Oct., 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. LARRY NIGHTINGALE, and made oath in due form of law that the

matters and fact 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.

Michael M. Galloway
Notary Public

My Commission Expires: 7/1/90

EXHIBIT B

3255-0001

January 23, 1987

Michael M. Galloway, Esquire
Hoffman & Comfort
24 North Court Street
P. O. Box 1200
Westminster, Maryland 21157

Re: Nightingale vs. Nightingale

Dear Mike:

This letter will serve as a follow-up to our telephone conversation of January 8, 1987. The Agreement references the various credits each party is to receive based on the transfer of the John Street property and the sale of the Wisteria Drive property. However, it neglects to set forth the actual transfer and date therefor. In addition, the Agreement references the fact that Mr. Nightingale would contribute $300.00 towards my client's attorney's fees. However, the date for payment of this obligation is also not referenced in the Agreement.

I am enclosing a proposed Deed for execution by Mr. Nightingale. I do not believe that my client objects to the transfer of the John Street property taking place simultaneously with settlement on the Wisteria Drive property. However, implicit in this arrangement is the understanding that Mr. Nightingale will not place additional encumbrances on the John Street property. It would also be requested that the Deed be executed on the John Street property at this time with delivery to take place on the date of settlement on the Wisteria Drive property. We would also have no ojbection to the $300.00 attorney's fee contribution being made at the time of settlement so that we can bring all open matters to a conclusion.

I would appreciate written confirmation on Mr. Nightingale's behalf that there is no objection to

Michael M. Galloway, Esquire
January 23, 1987
Page Two

proceeding in this manner. Should there be any question regarding this letter, please contact me. I thank you for your assistance.

Very truly yours,

DULANY, PARKER & SCOTT

Marc G. Rasinsky

MGR/dby
Enc.

EXHIBIT C

LAW OFFICES
HOFFMAN & COMFORT
24 NORTH COURT STREET
P. O. BOX 1200
WESTMINSTER, MARYLAND 21157

RALPH G. HOFFMAN
R. NEAL HOFFMAN
E. RONALD COMFORT
MICHAEL M. GALLOWAY
RICHARD H. OFFUTT, JR.
SCOTT D. MILLIRONS

AREA CODE 301
WESTMINSTER 848-4444
BALTO. LINE 876-2266

File No. .....

February 9, 1987

Marc G. Rasinsky, Esquire
Dulany, Parker & Scott
127 East Main Street
P.O. Box 525
Westminster, Maryland 21157

RE: Nightingale vs. Nightingale

Dear Marc:

I have discussed with my client the contents of your letter to me dated January 23, 1987. Mr. Nightingale agrees that he will convey the John Street property on the date of the settlement on Wisteria Drive. He further agrees to satisfy the obligation to contribute to your client's attorney's fees on that date. Finally, he will not place any additional encumbrances on the John Street property. Although Mr. Nightingale will deliver the deed to John Street on that date, he declines to execute the deed until settlement. I believe this addresses all of the points raised in your letter, however, please let me know if you need further clarification.

Very truly yours,

HOFFMAN & COMFORT

Michael M. Galloway/kac

Michael M. Galloway

MMG/kac

CC: Mr. R. Larry Nightingale

EDWARD N. CASON	*	IN THE
Plaintiff and Counter-Defendant	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
SHERRY CASON	*	CARROLL COUNTY
Defendant and Counter-Plaintiff	*	Case No. CV 0587

* *

JUDGMENT OF DIVORCE

Testimony having been taken in Open Court on May 18, 1987, it is this 13TH day of July, 1987, ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff, SHERRY LYNN CASON, is divorced a vinculo matrimonii from the Counter-Defendant, EDWARD N. CASON, JR.; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff shall be granted the care and custody of Edward N. Cason, III, with reasonable rights of visitation to Counter-Defendant, including, but not limited to, every other weekend, alternate major holidays to be alternated every other year, and four weeks in the summer; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff will have the right to visit with the minor child of the parties on weekends during the four-week period during which the Counter-Defendant shall have visitation during the summer months; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that Counter-Defendant will pay the Counter-Plaintiff the sum of Thirty-Five Dollars ($35.00) a week child support, to be paid bi-weekly ($70.00 bi-weekly) through the Bureau of Support for Carroll County; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the agreement entered between the parties wherein the Counter-Defendant would provide $50,000.00 worth of

Filed July 14, 1987

MAY 26 1987
84.027

life insurance naming the Counter-Plaintiff as trustee for the benefit of the minor child of the parties is hereby incorporated by reference, and not merged herein; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that a judgment is entered in favor of the Counter-Plaintiff against the Counter-Defendant in the amount of $3,610.00; and

It is FURTHER ORDERED, ADJUDGED AND DECREED:

(1) That if the Counter-Defendant accumulates support payment arrearages amounting to more than thirty (30) days of support, the Counter-Defendant shall be subject to earnings withholdings;

(2) Counter-Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as the support order is in effect;

(3) Failure to comply with Paragraph (2) of this subsection will subject the Counter-Defendant to a penalty not to exceed $250.00 and may result in Counter-Defendant's not receiving notice of proceedings for earnings withholding;

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Counter-Defendant shall pay the costs of these proceedings.

JUDGE

APPROVED AS TO FORM:

MARC G. RABINSKY
Attorney for Counter-Plaintiff

J. MICHAEL McLAUGHLIN, JR.
Attorney for Counter-Defendant

ANTHONY J. MACHOWSKI	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CAROLYN J. MACHOWSKI	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3968

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of July, 1987, that the Plaintiff, ANTHONY J. MACHOWSKI, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CAROLYN J. MACHOWSKI; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated January 20, 1986 and filed in this case 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.

Luke K. Burns
JUDGE

Filed July 16, 1987

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 20th day of June, 1986, by and between CAROLYN JEANNE MACHOWSKI, ("Wife") and ANTHONY JOSEPH MACHOWSKI, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on May 21, 1973, in Ellicott City, Maryland. No children were born as a result of their marriage. Differences have arisen between the parties and they are now, and have been since November 15, 1981, voluntarily living in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties to this Agreement to formalize their separation and to settle all questions of alimony and support, counsel fees, their respective rights 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 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.

LAW OFFICES
ALAN GARFINKLE, P.A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0060

Pltf
6/30/87

1. The parties shall 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 or her shall seem 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 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 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 property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

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, ANN. CODE of MD., Family Law Article; Sections 8-201 through 8-214, as from time to time amended, 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. 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.

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

4. It consideration of this Agreement, Wife hereby releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, against any pension plan which is now owned, or may be owned by Husband; and Husband hereby releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, against any pension plan which is now owned, or may be owned by Wife.

5. The parties own, as tenants by the entireties, real property known as 4614 Old Washington Road, Sykesville, Maryland, 21784, the "Home". The Home is subject to the lien of a Deed of Trust. Simultaneously with the execution of this Agreement, the parties will execute a Deed from themselves as tenants by the entireties to themselves as joint tenants with right of survivorship. Wife shall continue to live in the Home until she remarries or agrees with Husband to sell or otherwise dispose of the Home. Should Wife re-marry, she shall have the right to purchase Husband's interest in and to the Home for an amount equal to one-half (1/2) of the difference between the market value and unpaid principal of the lien of the Deed of Trust. Should neither party exercise the option to purchase the other's interest in and to the Home, then and in that event the parties agree that the Home will be placed on the market for sale, and the proceeds of sale shall be divided equally between them. The

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

parties agree that until such time as Wife shall purchase Husband's interest in and to the Home or until such time as the Home is sold, each shall be responsible to pay one-half (1/2) of the payments due on the Deed of Trust. Wife shall pay all other expenses of the Home, including but not limited to water and utility bills, telephone bills, the costs of pest control, and all necessary repairs, except for major repairs in which case costs will be divided equally between the parties.

6. The parties agree that certain items of personal property located in a small shop behind the Home shall be divided among them in a mutually satisfactory manner at a later date. Prior to this Agreement the parties divided among themselves all other 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.

7. 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

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

or contracted by them from and after the date of the 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.

8. 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 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.

9. 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.

10. 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, ANN. CODE of MD., Family Law Article, Sections 8-201 through

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

Section 8-213, as from time to time amended, 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.

12. 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. The parties each agree that in seeking an absolute divorce, said Complaint for Absolute Divorce will only allege grounds of voluntary separation or two-year statutory separation.

13. 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 or voluntarily waived use of such counsel. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

by either party upon the other, or by any person or persons upon either party. Each of the parties agrees to be responsible for his or her own counsel fees.

14. 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.

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

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

WITNESS:

Lillian C. Provence

Carolyn Jeanne Machowski
CAROLYN JEANNE MACHOWSKI

Anthony Joseph Machowski
ANTHONY JOSEPH MACHOWSKI

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20TH day of JUNE, 1986, the above-named, CAROLYN JEANNE MACHOWSKI, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the 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.

Patricia A. McCarty
NOTARY PUBLIC

My commission Expires:
July 1, 1986

STATE OF MARYLAND, CITY OF BALTIMORE: TO WIT

I HEREBY CERTIFY, that on this 20TH day of JUNE, 1986, the above-named, ANTHONY JOSEPH MACHOWSKI, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the 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.

Patricia A. McCarty
NOTARY PUBLIC

My Commission Expires:
July 1, 1986

LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

My Commission Expires July 1, 1986

LARRY A. ESWORTHY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
KATHLEEN M. ESWORTHY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4054

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16TH day of ~~June~~ July, 1987, that the Plaintiff, LARRY A. ESWORTHY, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, KATHLEEN M. ESWORTHY; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, KAMA M. ESWORTHY (born February 29, 1972) and AMY B. ESWORTHY (born May 28, 1974) 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 subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Two Hundred Dollars ($200.00) per month,per child; which payments are subject to the further Order of this Court and subject to the following provisions of law:

Filed July 16, 1987

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated April 17, 1986 and filed in this case 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.

Luke K. Burns
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of April, 1986, by and between KATHLEEN M. ESWORTHY, hereinafter referred to as the "Wife", and LARRY A. ESWORTHY, hereinafter referred to as the "Husband".

WITNESSETH

Recitals

WHEREAS, the parties hereto were duly married to each other in a religious ceremony on January 18, 1970 in Montgomery County, Maryland.

WHEREAS, two children were born to the parties, to wit: KAMA M., born February 29, 1972 and AMY B., born May 28, 1974.

WHEREAS, on the 19th day of April, 1986, the parties ceased living together as Husband and Wife by the mutual and voluntary consent of each of them and have not since that time lived together as Husband and Wife or cohabited, and the separation is beyond any reasonable expectation of a reconciliation.

WHEREAS, the parties are desirous of amicably adjusting and settling all rights and obligations arising from the state of matrimony between them; a division of all real and personal properties; all property rights they have in the estates of each other, including the rights of dower and curtesy, and all claims and rights of inheritance, maintenance and support, which each have upon the other.

Pl #1
6/23/87

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 considerations, the receipt whereof is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

MUTUAL & VOLUNTARY SEPARATION

The parties have mutually and voluntarily ceased living 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 she or he 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.

EFFECT OF A 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.

ALIMONY AND SUPPORT OF WIFE AND HUSBAND

NOTHWITHSTANDING 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. 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 ANY 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 hereby expressly waives, releases

and discharges absolutely and forever, all his right, claim and demand to alimony, alimony pendente lite, support and maintenance for himself, from the wife, now or in the future.

CUSTODY OF THE MINOR CHILDREN

Wife shall have the legal custody of the minor children, KAMA M. ESWORTHY and AMY B. ESWORTHY, subject however, to the right of the Husband to have reasonable and liberal visitation rights, upon reasonable notice to Wife.

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 children. The purpose of this provision is that it is in the best interest of the minor children that they have access to the non-custodial parent.

The custodial parent shall promptly inform the non-custodial parent of the progress of the children's education, any disciplinary problems and any dental, medical, or emotional difficulties.

Each parent shall at all times foster in the minds of the children 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 children nor attempt to alienate the children from the other parent. It shall be at all times the objective of both parties to decide all questions affecting the minor children in such manner as to promote the welfare, happiness and well being of the children.

SUPPORT

Husband agrees to pay to the Wife as support for the minor children, the sum of $200.00 per month per child. Payments are to cease when the child attains the age of eighteen (18) years, dies, marries or otherwise becomes emancipated. Husband will continue to carry both children through a medical insurance program and the parties shall divide equally all necessary medical costs, including orthodontal work, that exceeds the amount to be paid by such insurance.

REAL PROPERTY

The parties are owners of certain real property located in Mt. Airy, Maryland, known as 506 Buffalo Road.

The Wife shall have the use and possession of said premises for the period through June, 1989, or upon the wife's remarriage, whichever comes first. During the period of the wife's residency in said premises, the Husband shall pay for one-half of the mortgage payment, taxes and insurance. At the end of the use and possession time, or upon wife's remarriage, the property shall be sold and the net proceeds divided equally between the parties. Net proceeds are defined as the amount remaining after deduction of all expenses related to the sale, such as real estate commission, points, lenders fees, settlement costs, "fix-up" costs, etc.

PERSONAL PROPERTY

The Wife is the owner of a 1982 Pontiac registered in

her name. There is a balance due on the purchase price of said vehicle of approximately $4,000.00. The Wife shall have possession of said vehicle and shall be responsible for payment of said balance of the purchase price.

The Husband is the owner of a 1982 Ford Bronco registered in his name. There is a balance due on the purchase price of said vehicle of approximately $4,800.00. The Husband shall have possession of said vehicle and shall be responsible for payment of said balance of the purchase price.

The parties have agreed to a mutual division of all their other personal property.

EXISTING DEBTS

The parties acknowledge that there are two charge accounts in their names; Sears, with an approximate balance of $400.00 and Master Charge, with an approximate balance of $700.00. Husband agrees to be responsible for payment of existing balance on said accounts. Wife agrees not to incur further charges on said accounts and will indemnify Husband from any claims thereon.

ACKNOWLEDGMENT OF RIGHTS
UNDER FAMILY LAW ARTICLE

The parties hereto acknowledge that they have been advised of their respective rights under Title 8, Subtitle 2 of the Annotated Code of Maryland, Family Law Volume, concerning the family home, family use, personal property, determination of marital property and the authority of the court to make a

monetary award as an adjustment of the equities and rights of the parties concerning marital property.

The parties accept the provisions of this Separation Agreement and hereby waive any rights they may have under the aforesaid Family Law Article.

DOWER AND INHERITANCE RIGHTS

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, her or his 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.

PROFIT SHARING PLAN

Wife relinquishes all her right, title and interest to Husband's profit sharing plan with Mt. Airy Locker Plant.

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 have against the other.

ATTORNEY FEES AND COURT COSTS

The parties shall each be responsible for their own attorneys fees and court costs. 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.

DIVORCE

This agreement is not intended to be and shall not operate as a consent or condonation of a decree of divorce.

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 and shall be incorporated into the decree of divorce and shall be enforceable as a part thereof.

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.

MODIFICATION AND WAIVER

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.

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.

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.

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.

SIGNATURES AND AFFIDAVITS

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

WITNESS

LARRY A. ESWORTHY (SEAL)

WITNESS

KATHLEEN M. ESWORTHY (SEAL)

BOOK 31 PAGE 299

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.

Larry A. Esworthy (SEAL)
LARRY A. ESWORTHY

STATE OF MARYLAND :
COUNTY OF Montgomery : to wit:

ON THIS 15th day of April, 1986, before me, the undersigned officer, personally appeared LARRY A. ESWORTHY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

Charles A. Castelli
NOTARY PUBLIC

My commission expires:
7-1-86

BOOK 31 PAGE 300

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.

Kathleen M. Esworthy (SEAL)
KATHLEEN M. ESWORTHY

STATE OF MARYLAND :
COUNTY OF Frederick : to wit:

ON THIS 17th day of April, 1986, before me, the undersigned officer, personally appeared KATHLEEN M. ESWORTHY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

Jill R. Brandenburg
NOTARY PUBLIC

My commission expires:
7-1-86

JILL R. BRANDENBURG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

ADDENDUM TO

VOLUNTARY SEPARATION AND PROPERTY

SETTLEMENT AGREEMENT

This addendum made this 25th day of June, 1987 by and between KATHLEEN M. ESWORTHY and LARRY A. ESWORTHY;

WHEREAS, the parties have entered into a Voluntary Separation and Property Settlement Agreement dated April 17, 1986, and

WHEREAS, the parties have agreed to modify the provision as to hospitalization for the children.

NOW THEREFORE, the parties hereto in consideration of the reasons cited above and for other good and valuable consideration, do hereby agree to modify that provision of the Voluntary Separation and Property Settlement Agreement as it relates to hospitalization for the minor children as follows:

1. The Wife shall carry both of the children on her present medical plan and the Husband will reimburse the cost of said coverage to the Wife.

2. That in the event the Husband's employer can provide hospitalization benefits comparable to the plan, the Wife's employer now provides at a reduced cost, the parties agree that the Husband shall then carry the children on his insurance and the Wife shall remove the children from her insurance.

All other provisions of said Voluntary Separation and Property Settlement Agreement shall remain infull force and effect.

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

Jean Beeky

R. T. Ulmagn

Larry A. Esworthy
LARRY A. ESWORTHY

Kathleen M. Esworthy
KATHLEEN M. ESWORTHY

Filed July 2 1987

AFFIDAVIT

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the contents of the foregoing Addendum to the Voluntary Separation and Property Settlement Agreement are true and correct to the best of my knowledge and belief.

Larry A. Esworthy (SEAL)
LARRY A. ESWORTHY

STATE OF MARYLAND :
COUNTY OF Frederick : TO WIT

On this 17th day of June, 1987, before me, the undersigned officer, personally appeared LARRY A. ESWORTHY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN witness whereof, I have hereunto set my hand and official seal.

Peggy R. Linton
Notary Public PEGGY R. LINTON

PEGGY R. LINTON
FREDERICK COUNTY
MARYLAND
NOTARY PUBLIC

My commission expires: 7-1-90

AFFIDAVIT

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing Addendum to the Property Settlement Agreement are true and correct to the best of my knowledge and belief.

Kathleen M. Esworthy
KATHLEEN M. ESWORTHY

STATE OF MARYLAND :
COUNTY OF Frederick : TO WIT:

On this 25th day of June, 1987, before me, the undersigned officer, personally appeared, KATHLEEN M. ESWORTHY known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purpoess therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Lee R. Brandenburg
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/90

JEANNE MARIE THOMAS	*	IN THE
Plaintiff/Counter-Defendant	*	CIRCUIT COURT
	*	FOR
vs.		
JAMES DOUGLAS THOMAS	*	CARROLL COUNTY
Defendant/Counter-Plaintiff	*	WESTMINSTER, MARYLAND
	*	CASE NO. CV 2191

****

JUDGMENT

The above entitled cause having come on for hearing, the parties having appeared with counsel, testimony having been taken and considered, it is this 16th day of July, 1987, by the Circuit Court for Carroll County, ORDERED:

1. JAMES DOUGLAS THOMAS, Defendant/Counter-Plaintiff, be, and he is hereby granted an ABSOLUTE DIVORCE from JEANNE MARIE THOMAS, Plaintiff/Counter-Defendant; and

2. The parties shall share joint legal custody of the minor child of the parties, namely, JASON MICHAEL THOMAS (4-5-84). "Legal custody" as used herein shall be in accord with the definition of that term provided in Taylor v. Taylor, 306 Md. 290, 508 A2nd 964. The primary residence of the child shall be with the Plaintiff/Counter-Defendant. Each party shall have physical custody of the child while the child resides in his or her home. "Physical custody" as used herein shall be in accord with the definition of that term provided in Taylor v Taylor, supra., subject to the further Order of this Court; and

Filed July 16, 1987

3. Defendant/Counter-Plaintiff shall pay unto the Plaintff/Counter-Defendant the sum of $75.00 per week in the form of child support, subject to the further Order of this Court; and

4. Defendant/Counter-Plaintiff shall have the minor child of the parties visit with him:

(a) Each Tuesday evening from 5:00 p.m. until 8:00 p.m.

(b) Alternate weekends from 5:00 p.m. Thursday until 8:00 p.m. Sunday.

(c) Two full weeks each summer during the period when public schools observe the summer vacation. Defendant/Counter-Plaintiff shall notify Plaintiff/Counter-Defendant of the dates of said two weeks not later than June 1, of each year.

(d) Defendant/Counter-Plaintiff is to surrender an alternate weekend visitation to accommodate the vacation schedule of Plaintiff/Counter-Defendant once each summer, if requested to do so. Such request shall be made by the Plaintiff/Counter-Defendant not later than June 1, of each year.

(e) Major holidays shall be shared by agreement. Christmas shall be shared notwithstanding it may fall on a weekend; and

5. Each party shall be entitled to full and complete access to all school, health care or juvenile records of said minor child; and

6 Each party is denied alimony by his or her express waiver thereof; and

7. Each party is denied a monetary award by his or her express waiver thereof; and

8. Each party is denied counsel fess by his or her express waiver thereof; and

9. The Court specifically reserves the issue of dispositon of the jointly owned real estate located at 4185 Double Tree Lane, Hampstead, Maryland 21074, and will schedule a Settlement Conference and/or Hearing if the Court is not advised that an agreement has been reached by the parties within sixty days from the date of this Judgment; and

10. The total costs of these proceedings shall be divided equally between the parties.

Luke K. Burns
Judge

EDGAR HUNTER WHITEMAN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CYNTHIA EVANS WHITEMAN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4037

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of July, 1987, that the Plaintiff, EDGAR HUNTER WHITEMAN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CYNTHIA EVANS WHITEMAN; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated February 5, 1985 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her former name, to wit, CYNTHIA JEANNE EVANS; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns Jr.
JUDGE

Filed July 17 1987

VOLUNTARY SEPERATION AGREEMENT

THIS VOLUNTARY SEPARATION AGREEMENT is made by and between Edgar Hunter Whiteman, husband, and Cynthia Evans Whiteman, wife, at Westminster, Maryland, this 5th day of Feb, 1985.

RECITALS

1. The parties were married on April 7, 1979, at Westminster Baptist Church.

2. There are no children as a result of this marriage.

3. Differences and conflicts have arisen between the parties, as a consequence of which they have mutually agreed to separate and have voluntarily lived separate and apart without cohabitation since January 7, 1985, with the intention of terminating the marriage.

4. Both of the parties intend to continue to live separate and apart according to the provisions of this agreement.

5. The parties have come to an agreement respecting the disposition of their properties, property rights, obligations, support, alimony and maintenance, and desire to reduce this agreement to writing in accordance with Article 16, Section 28 of the Annotated Code of Maryland.

IN CONSIDERATION OF the mutual promises and convenants herein made by each of the parties, they hereby agree as follows:

AGREEMENTS

1. The parties will continue to live separate and apart and neither will interfere with the otehr nor attempt or demand to reside with the other.

Pln #1
6/30/89

2. Each party will hold and save the other harmless from any debts contracted after the date of this Agreement.

3. The wife specifically waives all claim to alimony, maintenance and support.

4. Upon the execution of this agreement, all tangible personal property in the exclusive possession of each of the parties hereto shall become his or her sole and separate property and the other shall make no further claims or demands with respect thereto.

5. Husband and wife jointly own a piece of property improved by a house, known as 691 Lake Drive, Westminster, Maryland 21157. The property is currently listed for sale.

Until the house is sold, Husband agrees to pay all the expenses related to the house, including but not limited to the mortgage and any other lending costs, property taxes, insurance, etc. Husband will reside at the property until it is sold.

When the house is sold, the proceeds will be divided as follows: Forty thousand dollars ($40,000) to wife; Twenty thousand dollars ($20,000) to husband. Any remaining balance will be divided equally between husband and wife.

6. Husband and wife agree to divide equally any refund received for 1984 income taxes, both Federal and State.

7. THE HUSBAND ACKNOWLEDGES THAT HE HAS BEEN ADVISED AND ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. HOWEVER, AFTER CAREFUL CONSIDERATION, HE HAS CONCLUDED THAT HE IS COMPETENT TO REPRESENT HIMSELF IN THE MATTER, AND DOES NOT WISH TO BE REPRESENTED BY AN ATTORNEY.

GW (INITIALS OF HUSBAND).

8. Each of the parties agrees to be responsible for his or her own counsel fee.

9. If any Decree of Divorce is granted to either party by a court of competent jurisdiction, the provisions of this agreement shall be incorporated therein, and the ~~husband~~ wife CEW shall pay all Court costs and Masters' fees. The costs of deposition and discovery, if any, shall be born by the party initiating such deposition and discovery.

10. From and after the date of this agreement, any and all property and any and all interests and power now belonging to or hereafter acquired by either of the parties which would otherwise be subject to dower, curtesy, right of inheritance or other marital rights shall be held by such party as his or her sole and separate property, and each party shall have full power to convey, assign, charge and make testamentary or other disposition of his property, rights or powers as if unmarried. Neither party will at any time claim any right, title, interest of any kind in any of the property of rights of the other.

11. Each of the parties waives all right, title and interest in and to the Estate of the other, including the right to administer the same.

12. Each party will execute, acknowledge and deliver, or cause the same to be done with respect to all such future acts, deeds, covenants or instruments which the other party may reasonably request for the purpose of giving full force and effect to the provisions of this agreement.

13. Regardless of its adoption by the court, this agreement shall be binding upon the parties hereto, their heirs,

personal representatives and assigns, and any other persons who may make any claim through either of them.

14. This agreement shall not be construed as a waiver by either party as to any cause of action got divorce.

15. All matters affecting the interpretation of this agreement fo the rights of the parties hereto shall be governed by Maryland law.

16. This agreement may be amended at any time and from time to time except those parts which are actually adopted by the Court, and any instrument of amendment shall be in writing and signed and verified by each of the parties.

17. This instrument, as amended, represents the entire agreement of the parties.

18. Each of the parties acknowledges that he has made a full and complete financial disclosure to the other, and the other acknowledges that he is satisfied with the completeness and accuracy thereof.

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

Barbara L. McKeath — Witness

Edgar Hunter Whiteman — EDGAR HUNTER WHITEMAN

Barbara L. McKeath — Witness

Cynthia Evans Whiteman — CYNTHIA EVANS WHITEMAN

STATE OF MARYLAND, Carroll COUNTY, To Wit:

I HEREBY CERTIFY that on this 5th day of Feb, 1985, before me, the subscriber, a Notary Public of the State of Maryland in and for the jurisdiction aforesaid, personally appeared EDGAR HUNTER WHITEMAN, one of the parties to the above instrument, and he made oath in due form of law that he understands the above instrument, and voluntarily entered thereinto for the purposes of carrying out the terms and conditions therein stated.

As Witness my hand and notarial seal.

Barbara L. McKeath
Notary Public

My Commission expires: 7/1/86

STATE OF MARYLAND, Carroll COUNTY, To Wit:

I HEREBY CERTIFY that on this 5th day of Feb, 1985, before me, the subscriber, a Notary Public of the State of Maryland in and for the jurisdiction aforesaid, personally appeared CYNTHIA EVANS WHITEMAN, one of the parties to the above instrument, and he made oath in due form of law that he understands the above instrument, and voluntarily entered thereinto for the purposes of carrying out the terms and conditions therein stated.

As Witness my hand and notarial seal.

Barbara L. McKeath
Notary Public

My Commission expires: 7/1/86

MAYO JAMES LAFINER, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
FLORA M. LAFINER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4080

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of July, 1987, that the Plaintiff, MAYO JAMES LAFINER, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, FLORA M. LAFINER; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, FLORA M. BUHL; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

Filed July 17 1987

BONNIE WELK	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WAYNE E. WELK	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3819

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of July, 1987, that the Plaintiff, BONNIE WELK, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WAYNE E. WELK; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, MONICA ANNE WELK (born November 22, 1974) and ERICA LYNN WELK (born August 20, 1970) 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 subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Twenty-Five Dollars ($25.00) per week as child support for Monica Ann Welk, which payments are subject to the further Order of this Court and subject to the following provisions of law:

Filed July 17 1987

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 14, 1983 and the Addendum thereto dated May 13, 1987, both filed in this case, 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.

Luke K. Burns
JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of the 14th day of September, 1983, by and between BONNIE WELK (hereinafter referred to as the "Wife") and WAYNE E. WELK (hereinafter referred to as the "Husband").

RECITALS

A. The parties to this Agreement were married on March 29, 1969, in Carroll County, Maryland, and are now Husband and Wife.

B. There were two children born as issue of this marriage, namely ~~ERICA~~ Monica born November 22, 1974 and ~~MONICA~~ Erica born August 20, 1970. BW WEW.

C. As a result of disputes and irreconcilable differences arising between the parties, they voluntarily separated on January 5, 1983, and have continuously lived separate and apart, without interruption, since that date and it is their intention to live separate and apart for the rest of their natural lives.

D. The parties desire hereby to conclude settlement of all questions relating to their property rights; to the maintenance and support of each of the parties by the other; and to all other rights, claims, relationships or obligations between them arising out of their marriage or otherwise.

NOW THEREFORE, in consideration of the mutual promises herein made and of the acts to be performed by the respective parties hereto, it is agreed as follows:

I

SEPARATION

The parties have heretofore voluntarily separated and agree to continue to live separate and apart, each party being free from interference, authority or control, direct or indirect. from the other, as if each were single and unmarried, except in regard to the relations, duties and obligations hereinafter set forth. Neither shall molest nor interfere with the other nor attempt to compel the other to cohabit or dwell with him or her.

Pla #1
6/30/87

II

MEDICAL INSURANCE

1. The Husband covenants and agrees to continue to maintain the Wife as beneficiary under his existing employment related health insurance policy until such time as the parties obtain a final divorce. He further agrees to provide to the Wife all forms necessary to process her claims through this policy and to take whatever steps are necessary to see that all valid claims are honored.

III

PERSONAL PROPERTY

1. Simultaneously with the signing of this Agreement, the Wife transfers all right, title and interest she may have in all the household furniture and personal effects in the possession of the Husband.

2. Simultaneously with the signing of this Agreement, the Husband transfers all right, title and interest he may have in all remaining household furniture and personal effects in the possession of the Wife.

3. Simultaneously with the signing of this Agreement, the Husband transfers all right, title and interest he may have in the 1981 Citation to the Wife. The Wife will be responsible for the payments on same and all the bills shall be paid by whichever person's name said bill is listed in.

4. Simultaneously with the signing of this Agreement, the Wife transfers all right, title and interest she may have in the 1966 Chevelle to the Husband.

IV

REAL PROPERTY

Parties own as tenants by the entireties a house located at 2503 Bird View Road, Westminster, Maryland. The Husband shall have the complete use of home for three years from the date of this separation agreement and shall make all mortgage payments on same, as well as taxes, utilities and repairs. The Husband shall receive a credit for principal paid in the mortgage payments during the three years he has the house.

At the end of the three years period, the house is to be sold and divided equally after Husband receives a credit for the principal retired on mortgage payments. Any major repairs that have to be done shall not be done until a request has been made to the Wife in writing and the Wife has agreed in writing. At the time of settlement the Husband shall receive a credit for said major repairs.

V

CHILD CUSTODY AND SUPPORT

Husband gets custody of children. The Wife shall get liberal visitation rights. She will pay Ten Dollars ($10.00) per child per week in child support.

VI

ALIMONY

Each party waives any rights that they presently have, have had in the past, or will in the future, to claim any alimony or support and maintenance, whether temporary, permanent or rehabilitative, against the other.

VII

ATTORNEY'S FEES, COURT COSTS AND SUIT MONEY

Simultaneously with the signing of this Agreement, each party waives any right either may have had, may now possess or may obtain in the future to make claim against the other for attorney's fees, court costs and suit money.

VIII

MONETARY AWARD

Both parties waive any rights they have had in the past, presently have, or will have in the future, to claim any monetary award or other type or equitable distribution of any personal or real property, against the other.

IX

DEBTS AND PLEDGES OF CREDIT

Each party covenants that neither he nor she has incurred any

debts or obligations heretofore for which the other may be held liable, except as other wise specifically provided in this Agreement. The parties agree that neither will incur hereafter any liability or obligation whatsoever upon the credit of the other, or for which the other might be held liable. Each party agrees to indemify and hold harmless the other from any obligation or liability incurred by the other by virtue of a breach of this paragraph.

X

RELEASE AND WAIVER

1. Except as otherwise provided herein, each of the parties hereto shall have and enjoy independently of any claim or right of the other party, all items of real and personal property, of any kind or nature, now or hereafter belonging to him or her and now or hereafter in his or her possession, with full power to dispose of the same as fully and effectually as though he or she were married.

2. Except as otherwise provided in this Agreement, each of the parties, for himself or herself and for his or her heirs, legal respentatives, executors, administrators and assigns, hereby renounces and waives any rights of election which he or she may have or hereafter acquire regarding the estate of the other, or to take against any Last Will and Testament of the other, whether heretofore or hereafter executed, as may now or hereafter be provided for in any law of any state or any territory of the United States or any foreign country, including (without limitation thereof) any claim for widow's exemption, family allowance or probate homestead, or statutory share, and hereby renounces and releases any rights of dower, curtesy or otherwise, that he or she may now have or might otherwise have against the other, or in the property or whatsoever nature, real, personal or mixed, of the other, by virtue of the laws of any state or county, including the right to act as administrator or personal representative of the other's estate, and each will, at the request of the other, execute, acknowledge and deliver any and all deeds, releases or other instruments necessary to bar, relinquish or extinguish such interest, rights and claims.

XI

INCORPORATION IN DECREE OF DIVORCE

Nothing herein contained shall be deemed to prevent either of the parties hereto from maintaining a suit for either limited or absolute divorce against the other in any jurisdiction, nor to bar the other from defending any such suit. In the event any action is instituted, this Agreement may be presented to the court for its ratification and approval, but this Agreement shall not be merged in the decree of any court, and shall in all respects survive the same and be forever binding and conclusive upon the parties.

XII

MISCELLANEOUS PROVISIONS

1. 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.

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

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

4. This Agreement contains the entire understanding of the parties, and there are not representations, warranties, covenants or undertakings of, by or between the parties other than those expressly set forth herein.

5. Except as otherwise stated herein, all of the provisions of this Agreement shall be binding upon the respective heirs, next of kin, executors and administrators of the parties.

6. This Agreement shall be construed in accordance with the laws of the State of Maryland.

7. Both parties acknowledge that they have been represented by counsel of his or her own choice and that they are aware of both the legal

and practical effect of the provisions of this Agreement and is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any other person or persons upon either, and they further agree that this Agreement contains the entire understanding of the parties. There are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

8. The provisions of this Agreement shall remain in full force and effect and shall not be deemed rescinded or revoked by either the resumption of cohabitation or reconciliation between the parties.

XIII

ARTICLE 16, SECTION 28, ANNOTATED CODE OF MARYLAND

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 this Agreement unless it specifically states that these provisions are not modifiable. Therefore, pursuant to this Article and Section, no provisions of this Agreement shall be modifiable by any Court.

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

Doreen Gossage
WITNESS

Bonnie Welk
BONNIE WELK

Mary E. Cillo
WITNESS

Wayne E. Welk
WAYNE E. WELK

STATE OF MARYLAND:
City of Baltimore: TO WIT:

I HEREBY CERTIFY, that before the undersigned Notary Public personally appeared BONNIE WELK, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due from 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 on this 14th day of September 1983.

DOREEN GOSSAGE NOTARY PUBLIC BALTIMORE CITY, MD.

Doreen Gossage
NOTARY PUBLIC

My Commission Expires: July 1, 1986

STATE OF MARYLAND:
City of Balto. : TO WIT:

I HEREBY CERTIFY, that before the undersigned Notary Public personally appeared WAYNE E. WELK, 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 acknowledge said Agreement to be his act.

WITNESS, my hand and official seal on this 14th day of September, 1983.

Doreen Gossage
NOTARY PUBLIC

My Commission Expires: July 1, 1986

DOREEN GOSSAGE NOTARY PUBLIC BALTIMORE CITY, MD.

ADDENDUM TO VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 13TH day of May, 1987, by and between BONNIE WELK, hereinafter referred to as Wife, and WAYNE E. WELK, hereinafter referred to as Husband.

WHEREAS, the parties hereto entered into a Voluntary Separation and Property Settlement Agreement on September 14, 1983, to resolve their domestic difficulties; and

WHEREAS, the parties hereto wish to modify certain terms of said Voluntary Separation and Property Settlement Agreement.

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. Husband agrees to maintain his existing medical insurance policies with coverage for each of the Children until the age of eighteen (18) years, and Wife agrees to be responsible for any and all medical expenses of the minor Children of the parties not covered by Husband's insurance.

2. Husband agrees to be responsible for one-half (1/2) of all dental expenses of the minor Children of the parties, and will reimburse Wife for one-half (1/2) of said expenses or make payment directly to the provider of the dental services, upon satisfactory proof of expenses being incurred for dental care of

Rh &V
4/30/87

the Children by way of a bill from the provider of the dental care.

3. Wife shall have the care and custody of the parties' minor Children subject however, to reasonable visitation rights by the Husband.

4. Husband shall pay to Wife, for support and maintenance of Monica Welk, born November 22, 1974, the sum of Twenty-five Dollars ($25.00) per week, until the first to occur of any of the following events with respect to said Child:

(1) Death of the Child or Husband;

(2) Marriage of the Child;

(3) The Child becoming self-supporting, or

(4) The Child's arrival at the age of eighteen (18) years.

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

L. Catherine Brott
WITNESS

Bonnie Welk
BONNIE WELK

WITNESS

Wayne E. Welk
WAYNE E. WELK

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of June, 1987, the above-named BONNIE WELK, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Document are true and correct as therein stated and acknowledged that the said Document is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

L. Catherine Brock
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of May, 1987, the above-named WAYNE E. WELK, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Document are true and correct as therein stated and acknowledged that the said Document is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public

FRANK D. COLEMAN NOTARY PUBLIC CARROLL CO., MD.

My Commission Expires: July 1, 1990

JACQUELINE KAY SLAUBAUGH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DENNY CHARLES SLAUBAUGH	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2811

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of July, 1987, that the Plaintiff, JACQUELINE KAY SLAUBAUGH, be and she is hereby ABSOLUTELY DIVORCED from her husband, DENNY CHARLES SLAUBAUGH; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated April 27, 1984 and filed in this case 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.

Luke K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUL 17 11 05 AM '87
LARRY W. SUPPLEY CLERK

THIS AGREEMENT, made this 27th day of April, 1984, by and between JACQUELINE KAY SLAUBAUGH, hereinafter called "Wife", party of the first part, and DENNY CHARLES SLAUBAUGH, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 8, 1981, in Westminster, Maryland. No children were born to them as a result of the marriage.

On November 1, 1983, 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 interests 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 November 1,

Ph #1
6/30/87

1983, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which the parties now have in their respective possession, except that Husband shall also be entitled to those items previously agreed upon between the parties which are presently located at 518 Geneva Drive, Westminster, Carroll County, Maryland.

4. Wife owned before marriage to Husband in her own name that real property known as 518 Geneva Drive, Westminster, Carroll County Maryland. In consideration for Husband making no claim for any interest in the aforementioned real property while the parties resided at 518 Geneva Drive, Westminster, Carroll County, Maryland, Wife agrees to transfer all her right, title and interest in a joint bank account at Royal Oak Federal, account No. SE-3575 established by Husband primarily from inheritance of Husband.

5. 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.

6. 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 and maintenance, whether past, present or future.

7. 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.

8. 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-08, 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 claim to any pension, retirement, profit sharing funds or annuities, past, present, or further and including also 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.

9. 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, 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.

10. 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.

11. Wife agrees, if so requested by Husband, to execute and file joint Federal and State income tax returns for the year 1983. Husband shall pay for any taxes which may be due on the Federal and/or State income tax returns and indemnify and hold Wife harmless from any liability beyond her proportional share of said tax. The parties agree that any tax refund which may result from an overpayment in connection with his or her respective earnings or income shall be equally divided between the parties. Cost of preparation of tax returns shall be paid by Husband.

12. None of the provisions contained in this Agreement shall be subject to modification by any Court.

13. 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.

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.

Witness: Susan E. Jones — Jacqueline Kay Slaubaugh (SEAL)
JACQUELINE KAY SLAUBAUGH

Witness: Todd E Bonner — Denny C Slaubaugh (SEAL)
DENNY CHARLES SLAUBAUGH

STATE OF MARYLAND: COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 27th day of April, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACQUELINE KAY SLAUBAUGH and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

SUSAN E. JONES NOTARY PUBLIC CARROLL COUNTY, MD.

Susan E. Jones
Notary Public

STATE OF MARYLAND: COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 6 day of April, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DENNY CHARLES SLAUBAUGH and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires 7/1/86

DONNA BARKER HARMON Plaintiff/ Counter-Defendant	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD EARL HARMON Defendant/ Counter-Plaintiff	*	FOR
	*	CARROLL COUNTY
	*	Case No. CV3565

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

JUDGMENT OF ABSOLUTE DIVORCE

This case having come before this Court for trial on Defendant and Counter-Plaintiff, **RICHARD EARL HARMON**'s Counter-Complaint for Absolute Divorce; both parties being represented by counsel and appearing before the Court on June 29, 1987; testimony having been taken as to the grounds for divorce, child custody, child visitation, child support, and alimony; the parties having entered into an agreement on the division of personal property and all other matters arising from their marital relationship; whereupon it is this 17th day of July, 1987, by the Circuit Court for Carroll County;

ADJUDGED AND ORDERED: That the Defendant and Counter-Plaintiff, **RICHARD EARL HARMON**, be and he is hereby granted a Judgment of Absolute Divorce from the Plaintiff and Counter-Defendant, **DONNA BARKER HARMON**; and it is

FURTHER ORDERED: That Plaintiff and Counter-Defendant, **DONNA BARKER HARMON** be and is hereby denied alimony; and it is

FURTHER ORDERED: That custody of the minor child of the parties, **LAURA NICOLE HARMON**, shall be granted to **DONNA**

Filed July 17, 1987

CHILD AND SPOUSAL SUPPORT:

Annotated Code of Maryland, Family Law:
Part III, Section 10-120

(1) If the Defendant/Counter-Plaintiff, RICHARD EARL HARMON, accumulates support payments arrears amounting to more than 30 days of support, the Defendant/Counter-Plaintiff shall be subject to Earnings Withholding;

(2) The Defendant/Counter-Plaintiff, RICHARD EARL HARMON, is required to notify the Court within 10 days of any change of address or employment so long as the Support Order is in effect; and

(3) Failure to comply with paragraph (2) of this subsection will subject the Defendant/Counter-Plaintiff, RICHARD EARL HARMON, to a penalty not to exceed $250.00, and may result in the Defendant/Counter-Plaintiff not receiving notice of proceedings for Earnings Withholding.

BARKER HARMON with reasonable rights of visitation to **RICHARD EARL HARMON**; and it is

FURTHER ORDERED: That **RICHARD EARL HARMON** shall pay through the Department of Social Services, Bureau of Support Enforcement, the sum of Seventy-Five Dollars ($75.00) per week for the support of the minor child of the parties; and it is

FURTHER ORDERED: That any outstanding medical bills for the minor child of the parties shall first be submitted to the health insurance carrier for said minor child and any bill not so covered by the insurance carrier shall be paid in equal amounts by the parties; and it is

FURTHER ORDERED: That **RICHARD EARL HARMON** shall maintain health insurance coverage on **DONNA BARKER HARMON** for a period of three (3) years from the date of this decree and on **LAURA NICOLE HARMON** until such time as she has reached her eighteenth (18th) birthday; and it is

FURTHER ORDERED: That the costs of these proceedings shall be equally divided between the parties.

DONALD J. GILMORE
Judge

APPROVED AS TO FORM AND CONTENT:

BY: _____
DONALD E. HOFFMAN
Attorney for Defendant/
Counter-Plaintiff

BY: _____
LISA E. MERVIS
Attorney for Plaintiff/
Counter-Defendant

ROSE MARIE ADDISON 15 Webster Street Westminster, Maryland 21157	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
v.	*	CARROLL COUNTY
HARRY THOMAS ADDISON, SR. 4318 Backwoods Road Manchester, Maryland 21102	*	Case No. CV-2906
Defendant	*	

* *

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were heard and considered by this Court.

WHEREUPON IT IS ORDERED, this 27TH day of July, 1987, that the Plaintiff, Rose Marie Addison, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, HARRY THOMAS ADDISON, SR.; and

IT IS FURTHER ORDERED, that the terms of the Consent Order dated the 11th day of July, 1987 be and the same are hereby incorporated herein by reference; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding.

Luke K. Burns
JUDGE, CIRCUIT COURT
CARROLL COUNTY, MARYLAND

RECEIVED IN
CIRCUIT COURT
CARROLL CO MD
Jul 27 12 57 PM '87
CLERK

ROSE MARIE ADDISON		IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
HARRY THOMAS ADDISON, SR.	*	CARROLL COUNTY
Defendant	*	CASE NO: CV-2906

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

CONSENT ORDER

Upon the foregoing Complaint for Recission of Separation Agreement, the parties hereto having reached the following agreement, both parties having been represented by counsel, it is this 11TH day of JULY, 1987, by the Circuit Court for Carroll County,

ORDERED, that the terms of the parties Agreement of Separation dated May 25, 1984 are hereby reaffirmed, with the exception of the following modifications:

a) Paragraph 2. of Item VII FAMILY HOME concerning payment of the unpaid balance due to the Wife for her interest in the marital home is hereby deleted, and in its place and stead is the following provision:

Within 10 days of the passage of this Consent Order, the Husband shall pay to the Wife in a lump sum payment, the sum of Forty Thousand Dollars ($40,000.00). Husband further covenants and agrees to relinquish any rights and interests he may have to the Estate of Harry Thomas Addison, Jr., in favor of his wife, Rose Marie Addison; and it is further;

ORDERED, that all of the remaining terms of the parties'

Agreement of Separation dated May 25, 1984 shall remain in full force and effect.

JUDGE

GEORGE E. REULING
Belsky & Akman, P.C.
1402 Front Avenue
Lutherville, Maryland 21093
#337-9400
Attorney for Defendant

MICHELE B. HENNESSEY
6004 Woodbine Road
Woodbine, Maryland 21797
795-2130
Attorney for Plaintiff

ROSE MARIE ADDISON
Plaintiff

HARRY THOMAS ADDISON, SR.
Defendant

LARRY GRUBB CLERK
JUL 24 11 33 AM '87
RECEIVED IN CIRCUIT COURT CARROLL COUNTY

IT IS FURTHER AGREED THAT I HARRY T, ADDISON WILL PAY TO ROSE M, ADDISON THE SUM OF 6,900 MINUS MY HALF OF OUR SON HARRY T, ADDISON JR'S ESTATE, PAYABLE WITHIN 10 DAYS.

EXHIBIT #2

AGREEMENT OF SEPARATION BETWEEN

HARRY THOMAS ADDISON, SR.

AND

ROSE M. ADDISON

THIS AGREEMENT OF SEPARATION made this 25TH day of MAY, 1984, by and between, HARRY THOMAS ADDISON, SR., hereinafter referred to as Husband and ROSE M. ADDISON, hereinafter referred to as Wife, both parties residents of the State of Maryland.

WHEREAS, the parties hereto are Husband and Wife, having been duly married on June 10, 1962 in Baltimore City, State of Maryland, by a religious ceremony, and

WHEREAS, there were two children born to the parties as a result of this marriage, namely, HARRY THOMAS ADDISON, JR., born on December 15, 1963 and SCOTT CHARLES ADDISON, born December 13, 1968, and

WHEREAS, in consequence of various disputes and unhappy differences arising and persisting between the parties; during the month of August in the year 1983, the parties hereto mutually agreed, voluntarily, to live separately and in separate places of abode, without any cohabitation for the remainder of their natural lives, it being the intention of the parties hereto that they should forever remain separate and apart in accordance with their mutual and voluntary understanding and agreement; and

WHEREAS, the parties hereto deem it advisable and in their best interests to enter into this Agreement for the purposes of settling their respective marital rights and property rights and duties and obligations, and for the purpose of making provisions for the relinquishment of all rights, interests and claims which one party might otherwise have against the other or upon the property of the other growing out of their marital relationship.

NOW THEREFORE, THIS AGREEMENT, WITNESSETH, for reasons cited above, and in consideration of the mutual promises, covenants, agreements and representations hereinafter set forth, and for other

DEFENDANT'S EXHIBIT 1 CV-2006

good and valuable consideration, the parties hereto do hereby covenant and agree with each other, and their respective heirs, personal representatives and assigns as follows:

I. PRESERVATION OF GROUND FOR DIVORCE

Nothing contained in this Agreement shall be construed as a waiver, relinquishment or condonation of or acquiescence in any ground or claim for Divorce A Vinculo Matrimonii or a Mensa Et Thoro which either party may presently or may in the future assert against the other, the same being hereby expressly reserved; and it is understood that either party shall have the right to sue the other for divorce in the Court of any State or city or county, having competent jurisdiction, for any cause now existing or which may hereafter arise.

II. LIVING SEPARATE

The parties, having heretofore mutually and voluntarily agreed to separate and live separate and apart in separate places of abode without cohabitation and having done so since August of 1983, do hereby expressly agree to continue to do so. Therefore, the parties hereby understand and agree that it has been lawful for the Husband at all times hereafter to live separate and apart from the Wife at such residence as he may choose, wholly free from her marital control and authority and free from any restraint or interference, direct or indirect, by the Wife, as if he were sole and unmarried, and it has been lawful for the Wife herebefore and 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 free from any advise, control and influence, as if she were sole and unmarried.

III. NO MOLESTATION OR INTERFERENCE

The parties understand and agree that neither party will in any manner molest or annoy the other or compel or endeavor to compel the other to cohabit or dwell with him or her, by any legal proceedings for the restoration of conjugal rights or otherwise. Neither the Husband nor 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.

IV. 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 unto the other any claim or right to temporary or permanent alimony, support, maintenance, whether past, present or future.

V. MONETARY AWARD WAIVER

Each party releases and waives unto the other all other claims or right in a monetary award or judgment including but not limited to any right, title or interest she may have in any pension, in accordance with the provisions of the Law of Maryland, 3-6A-05 (b), Courts and Judicial Proceedings, Annotated Code of Maryland.

VI. CUSTODY AND VISITATION OF THE CHILD

It is hereby agreed and acknowledged by both parties that the Husband is a fit and proper person to have custody of the minor child, namely Scott Charles Addison, and that it is in the best interests of the child for the Husband to have legal control and custody over him.

Recognizing that it is the best interests of the minor child that he have a close relationship with both his father and mother, each party agrees to act in good faith to encourage the child to establish and maintain such a relationship. To this end, the Wife shall have reasonable and liberal rights of visitation and excursion consistent with his school schedule and personal schedule.

The Wife will be held generally chargeable with the support and maintenance of the said minor child.

VII. FAMILY HOME

The parties covenant and agree that they are the owners of a dwelling unit located on 28 acres of ground as 4318 Backwoods Road, Manchester, Maryland and an additional adjoining 4 1/3 acre tract also known as 4318 Backwoods Road as tenants by the entireties; that said dwelling has been used as the principal residence of the spouses when they lived together, and is presently being used by Husband as his principal residence together with the two children of the parties; and that the best interest of the minor child of the parties will be served by his continuing to live in his present environment and community.

The parties hereto covenant and agree that on or before May 18, Husband shall purchase and Wife shall sell to the Husband all of her right, title and interest in the above described property for the sum of Seventy Thousand ($70,000.00) Dollars.

The said Seventy Thousand ($70,000.00) Dollars will be paid as follows:

1. Twelve thousand ($12,000.00) dollars initial payment upon Wife's execution of this Agreement.

2. The remaining Fifty-eight thousand ($58,000.00) dollars will be paid to the Wife in consecutive monthly installments of ~~four~~ three hundred ($~~400.00~~ 300.00) dollars each until the balance is fully paid, with the first payment due on June 1, 1984 and all other payments due on the first of each month, thereafter. The parties covenant and agree that no interest shall accrue on any unpaid balances.

H.J.A.

H.J.A.

Simultaneously with the execution of this Agreement, Wife will execute all necessary deeds and documents transferring her interest in the above described properties. The Husband shall be responsible for payment of all transfer and recording fees associated with the said deeds and documents, if any.

VIII. PERSONAL PROPERTY

The parties covenant and agree that certain tangible personal property , household goods, linens, silverware, etc., presently located in the premises ~~4~~ 4318 Backwoods Road, Manchester, Maryland has

H.J.A.

represents that she will not hereinafter contract any debt, charge, or liability for which the Husband, his legal representatives or his property or estate may become liable. The Wife agrees to keep the Husband, his legal representatives, heirs and assigns, free, harmless and indemnified of and from any and all debts, charges or liabilities contracted by the Wife prior to, concurrent with or subsequent to the signing of this Agreement.

The Husband warrants and represents that he will not hereafter contract any debt, charge, or liability for which the Wife, her legal representatives or her property or estate may become liable. The Husband agrees to keep the Wife, her legal representatives, heirs and assigns, free, harmless and indemnified of and from any and all debts, charges or liabilities contracted by the Husband prior to, concurrent with or subsequent to the signing of this Agreement.

X. COUNSEL FEES

Each of the parties hereto agree to pay his own or her own respective counsel fees for services heretofore of hereafter rendered to either or both of them in connection with the preparation of the Agreement and for legal services rendered heretofore or hereafter on any matter. The respective parties release each other of all obligations to pay or reimburse the other for payment for services rendered the Husband or Wife by his or her attorney or attorneys in any action or proceeding for divorce which may be brought by either party.

XI. COURT COSTS

The parties hereto agree that the Husband shall be responsible for the Master's fee at the final uncontested divorce hearing and Wife shall be responsible for the Master's fee for the hearing on May 3, 1984.

XII. INCORPORATION OF THIS AGREEMENT

The parties hereto agree that this Agreement, and the provisions herein, shall be submitted to any Court taking jurisdiction over any action filed by either party for divorce or legal separation; and,

with the approval of said Court, this Agreement, and the provisions herein, shall be incorporated in and adopted in any judgment or decreeentered in any such action in lieu of any other provisions related to alimony, attorneys fees, or maintenance and support. The covenants contained in this Agreement shall not be merged with, but shall survive any decree of divorce which may be entered in any action. In the event a judgment, order or decree in such action should contain provisions inconsistent with the terms of this Agreement, the parties hereto do hereby waive any such inconsistent provisions which may be made for them by the Court in such judgment, order or decree, and do hereby agree to accept the provisions of this Agreement in lieu of and in full satisfaction of any such inconsistent provisions.

XIII. INDEPENDENT REPRESENTATION BY COUNSEL

Each party to this Agreement, has had the opportunity to have the provisions of this Agreement and their legal effect fully explained to them by separate counsel, and each party affirms and acknowledges that this Agreement is being entered into voluntarily and that it is not the result of any duress or undue influence, and that it contains the full and final settlement between them, except as otherwise provided herein.

XIV. SEPARATE AND INDEPENDENT CONTRACTS

The parties agree that each and every numbered paragraph set forth herein shall be construed as an independent contract and independent obligation between the parties. If one party violates or fails to perform the obligations set forth in a particular paragraph, then the other party shall not be excused from his or her complete performance of all other paragraphs set forth herein. Likewise, if any Court finds any paragraph herein illegal, unconscionable, void, voidable or for any other reason not binding upon the parties, then all other terms and provisions herein shall still be individual contracts and independent obligations between the parties.

XV. MODIFICATION OF AGREEMENT

The parties agree that the provisions of this Agreement shall not be subject to modification except by their mutual consent, expressed in writing and executed and acknowledged with the same formality as this Agreement. This Agreement is made and 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.

XVI. PARTIES BOUND

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, guardians, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

WITNESS:

Harry T. Addison Sr. SEAL
HARRY THOMAS ADDISON, SR.

Thomas E. Hickman

Rose M. Addison SEAL
ROSE M. ADDISON

STATE OF MARYLAND, County OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 17th day of May, 1984, the above named HARRY THOMAS ADDISON, SR. personally appeared before me 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 that the said Agreement is in fact his act and deed and that he has full understanding thereof.

WITNESS, my Hand and Notarial Seal.

NOTARY PUBLIC

My Commission expires: July 1, 1986

BOOK 31 PAGE 347

STATE OF MARYLAND County OF Carroll TO WIT:

I HEREBY CERTIFY that on this 25th day of May, 1984, the above named ROSE M. ADDISON, personally appeared before me 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 that the said Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS, my Hand and Notarial Seal.

JANET Z. CREAGER NOTARY PUBLIC CARROLL CO., MD.

Janet Z. Creager
NOTARY PUBLIC

My Commission expires: 7/1/86

BOOK 31 PAGE 348

EUGENE D. WRATCHFORD, JR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DONNA L. WRATCHFORD	:	Carroll County
Defendant	:	Case No. CV 4174

JUDGMENT OF ABSOLUTE DIVORCE

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 23rd day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Eugene D. Wratchford, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Donna L. Wratchford; and

It is further ADJUDGED and ORDERED that the Plaintiff, Eugene D. Wratchford, Jr., and the Defendant, Donna L. Wratchford, be and they shall have joint custody of Eugene D. Wratchford, III, the minor child of the parties, with the Plaintiff, Eugene D. Wratchford, Jr., being the custodial parent, and with the right unto the Defendant, Donna L. Wratchford, 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 and ORDERED that the Agreement of Voluntary Separation Between Donna Lynn Wratchford and Eugene Dale Wratchford, Jr., dated May 15, 1987 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 shall maintain his present health insurance or comparable coverage for the minor child

Filed July 24 1987

of the parties, and that Plaintiff and Defendant shall each pay one-half of all medical, dental, etc. expenses for the child which are not covered by insurance, all as set out in ITEM IX of the Agreement; subject to the further Order of this Court; and

It is further ORDERED that the matter of child support be and it is hereby reserved for future determination; and

It is further ORDERED that the name of the Defendant, Donna L. Wratchford, be and the same is hereby changed to Donna Lynn Szymanski, her maiden name before her marriage to the Plaintiff, Eugene D. Wratchford, Jr.; and

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

Luke K. Burns
Judge

AGREEMENT OF VOLUNTARY SEPARATION BETWEEN

DONNA LYNN WRATCHFORD

AND

EUGENE DALE WRATCHFORD, JR.

THIS AGREEMENT OF VOLUNTARY SEPARATION made this 15th day of May, 1987, by and between DONNA LYNN WRATCHFORD hereinafter sometimes referred to as "wife" of the first part, and EUGENE DALE WRATCHFORD, JR., hereinafter sometimes referred to as "husband" of the second part, both residents of the State of Maryland.

WHEREAS, the parties hereto are husband and wife, having been married on or about June 18, 1982 by a civil ceremony in Westminster, Maryland,

WHEREAS, as a result of said marriage, one (1) child was born unto the parties, namely, EUGENE DALE WRATCHFORD, III, born December 18, 1982, and

WHEREAS, various and sundry differences have arisen between the parties as a result whereof they did mutually and voluntarily agree to live separate and apart on the 1st day of March 1986, and have continued to live separate and apart since that date in separate places of abode, without cohabitation, with the purpose and intent of ending their marriage, and

WHEREAS, 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 on the property or estate of the other, and in property owned by them jointly, or

Pl. Exhibit No. 1

tenants by the entireties and in marital property and all other matters of every kind and character arising from their marital relationship,

THEREFORE, in consideration of the promises and mutual covenants of each of the parties, the parties covenant and agree as follows, all as of the effective date hereof:

I. 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 unto the other any claim or right to temporary or permanent alimony, support, or maintenance, whether past, present or future.

II. MONETARY AWARD WAIVER:

Each party releases and waives unto the other any claim or right for a monetary award or judgment in accordance with the provisions of the Laws of Maryland.

III. PENSION PLAN:

Each party releases and waives unto the other any claim, or right to the other's pension plan, retirement fund or similar such asset, and that he or she might otherwise be entitled, pursuant to the Laws of Maryland.

IV. CUSTODY AND VISITATION OF CHILD:

The parties acknowledge that the welfare and best interests of the minor Child are the paramount consideration of each of them:

(a) The parties shall have joint custody of the minor Child, EUGENE DALE WRATCHFORD, III. The Husband shall be the custodial parent.

(b) The Wife shall have liberal and reasonable visitation rights with the minor Child, consistent with his school schedule and personal schedule, including both overnight and weekend visitation with the Wife.

V. CHILD SUPPORT:

Husband waives child support from the Wife.

VI. DEBTS:

The joint debts have already been divided to the satisfaction of both parties.

VII. PERSONAL PROPERTY:

The personal property will be divided by agreement of the parties.

VIII. INCOME TAX RETURNS:

Both Husband and Wife agree to file separate Federal and State Income Tax Returns for the year 1986. Husband will claim the Child on his income tax return.

IX. MEDICAL AND HOSPITAL INSURANCE:

The ~~Wife~~ HUSBAND shall maintain and keep in force and pay the premium thereof at ~~her~~ his expense the existing Blue Cross/Blue Shield medical coverage or a policy of comparable coverage for the benefit of the parties' minor Child until the Child reaches the age of eighteen (18) or in the event the Child is still eligible to remain on the policy after the age of eighteen (18) until that

age the Child is no longer eligible. Husband and Wife further agree to pay one-half (1/2) each of all medical, dental, nursing, hospital and related expenses including physical therapy, orthodontic appliances and therapeutic divices not covered by insurance for the said minor Child. Neither party shall be responsible to provide or pay for health insurance for the other party.

X. ARTICLES OF PERSONAL ADORNMENT:

The parties hereto mutually covenant and agree that each shall have his or her sole and separate property each and every article of personal adornment, including but not limited to jewelry, clothing, cosmetics now in the possession of each.

XI. PLEDGE OF CREDIT:

That parties hereto agree that they have not pledged the credit of each other and shall not pledge the credit of each other from this date forward.

XII. COLLEGE EDUCATION OF CHILD:

On or about the Child's eighteenth (18) birthday, the parties agree to confer concerning the payment of the costs of a college education for their Child, through four consecutive years of college, including tuition, books, room and board, travel expenses, activity fees, and all other expenses which normally attend such college education, plus a reasonable living allowance. The amount which the parties shall be obligated to pay shall be limited to the actual expenses and shall not exceed that sum which it would cost for such Child to attend the University of Maryland

assuming that the Child shall be a resident of and domiciled in the State of Maryland.

XIII. GENERAL PROVISIONS:

A. That the parties hereto shall at all times hereinafter live apart and separate from each other, at such place or places, as he or she may from time to time select.

B. Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single or unmarried.

C. Neither shall molest the other, or compel the other to cohabit or dwell with him or her.

D. Subject to the provisions of this Agreement, each party has released and discharged and by this Agreement does for himself or herself, his or her heirs, personal representatives and assigns release and discharge the other of and from all causes of action, claims, rights or demands whatsoever which either of the parties may have against the other, including those provided in the Laws of Maryland, Subtitle 6A Courts and Judicial Proceedings.

E. It is agreed that the terms and provisions of this Agreement shall be incorporated and ratified by reference hereto in any judgment to be passed in any future divorce proceeding filed between the parties hereto.

F. 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.

XIV. RIGHT TO COUNSEL:

The parties hereto have been advised that they should choose their own counsel and they have availed themselves of that right. 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 this Agreement, and that they have done so freely and upon advise of counsel. The parties acknowledge each is thoroughly familiar with the means, assets, resources, and net worth of the other of these items and that both parties are satisfied and do hereby acknowledge that the disclosure has been complete. Both parties have been advised that this Agreement is drawn in accordance with the provisions of the Laws of Maryland, Annotated Code of Maryland, Family Law Article, Title 8, and that they have been advised of the provisions contained herein.

XV. Upon the granting of an Absolute Divorce, Wife will resume her maiden name of SZYMANSKI.

WITNESS

DONNA LYNN WRATCHFORD

WITNESS

EUGENE DALE WRATCHFORD, JR.

STATE OF MARYLAND, COUNTY of BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of MAY, 1987, before me, the Subscriber, a Notary Public, in and for the State aforesaid, personally appeared DONNA LYNN WRATCHFORD known to me or satisfactorily proven to be one of the parties in the aforegoing Agreement and with reference to the mutual and voluntary separation thereof made oath in due form of law that the facts pertaining to the voluntary separation are true and she further acknowledged the execution of the Agreement to be her act and deed.

AS WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY PUBLIC

My Commission Expires: JULY 1,1990

STATE OF MARYLAND, County of Carroll, to wit:

I HEREBY CERTIFY, that on this 15th day of May, 1987, before me, the Subscriber, a Notary Public, in and for the State aforesaid, personally appeared EUGENE DALE WRATCHFORD, JR., known to me or satisfactorily proven to be one of the parties in the aforegoing Agreement and with reference to the mutual and voluntary separation thereof made oath in due form of law that the facts pertaining to the voluntary separation are true and he further acknowledged the execution of the Agreement to be his act and deed.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Pleasant M. Henline
NOTARY PUBLIC

My Commission Expires: July 1, 1990

DOROTHY V. PHIPPS Plaintiff vs EARL NMN PHIPPS Defendant	: : : :	In the Circuit Court for Carroll County Case No. CV 4205

JUDGMENT OF ABSOLUTE DIVORCE

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 23rd day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Dorothy V. Phipps, be and she is hereby granted an Absolute Divorce from the Defendant, Earl NMN Phipps; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated May 18, 1987, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

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

Luke K. Burns
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. JUL 24 11 56 AM '87 CARROLL CO. MD. CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 18th day of May, 1987, by and between EARL PHIPPS ("Husband") and DOROTHY V. PHIPPS ("Wife").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on July 1, 1985, in the State of Virginia. Differences have arisen between the parties and they are now and have been since April 18, 1986, living separate and apart from one another, in separate abodes, without cohabitation. It is the mutual desire of the parties in this Agreement to formalize their separation and to settle all questions of 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 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.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seen 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.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, regarding the Marital Home, 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 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 or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, 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, Family Law Article Sections 8-201 through 8-213, of the Annotated Code of Maryland, as from time to time amended. This specifically includes any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. 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

Pl. Exhibit No. 1

unmarried and that upon the death of either, the property, both real and personal, then owned by him or her 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, except as provided herein regarding the parties' Marital Home, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

DEBTS/ALIMONY

Each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

Husband hereby expressly waives any claim for alimony, maintenance or support for himself, temporary or permanent, past, present and future and will make no claim for the same against Wife.

Wife hereby expressly waives any claim for alimony, maintenance or support for herself, temporary or permanent, past, present and future and will make no claim for the same against Husband.

PROPERTY

The parties agree that all tangible personal property and household chattels presently located in the marital home shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. 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.

Each party shall retain, as his or her sole and separate property, any stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

VEHICLES

Husband agrees to waive any and all interest in Wife's 1984 Marquis Mercury Station Wagon.

Wife agrees to waive any and all interest in Husband's 1978 Ford LTD Station Wagon.

Both parties agree to maintain his or her own vehicle insurance from and after the date of this Agreement.

MARITAL HOME

The parties own as tenants by the entireties the real property known as

2830 Lawndale Road, Finksburg, Maryland 21048 (the "Marital Home") and recorded in the Carroll County Land records as Liber 332 Page 22-23. The Home is not subject to the lien of a mortgage. Husband shall continue to his death or the death of either to occupy the Home and Wife will reside elsewhere. Husband shall be responsible for all 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, necessary repairs and the cost of any improvements thereto. Wife agrees to reimburse Husband for one-half (1/2) of the cost of the annual real property taxes and insurance premiums each year. Notwithstanding anything to the contrary contained herein, in the event of the death of either party, the survivor of the parties shall succeed to the interest of the deceased party in the Home, which shall become the property of the survivor, free and clear of any interest of the estate of the deceased party. Each party specifically retains his or her right of survivorship in and to the Home for so long as the parties shall live.

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.

LEGAL FEES AND COURT COSTS

Wife agrees to pay the legal fees arising out of the preparation of this Voluntary Separation and Property Settlement Agreement. Each party shall be responsible for his or her own attorney's fees arising from any uncontested divorce based on this Voluntary Separation and Property Settlement Agreement. The Court costs and Master's fees arising out of any uncontested divorce shall be born by the party seeking same. Each party retains the right to seek attorney's fees from the other in the event that litigation is necessary to enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

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.

VOLUNTARY EXECUTION

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 right to independent legal counsel and has exercised or waived said legal right. Each party 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.

ENTIRE AGREEMENT

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.

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 contained in this Agreement.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and 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 shall not affect the remaining terms and provisions hereof.

INTERPRETATION

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.

Should any of the provisions of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his/her legal representative drafted all or any part thereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this 18th day of May, 1987.

WITNESS:

Theresa J. Lee — Earl Phipps (SEAL)
EARL PHIPPS

Coleen S. Clemente — Dorothy V. Phipps (SEAL)
DOROTHY V. PHIPPS

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of May, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EARL PHIPPS known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Voluntary Separation and Property Settlement Agreement and 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 and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

DOROTHY M. JETT NOTARY PUBLIC CARROLL CO., MD.

Dorothy M. Jett
NOTARY PUBLIC

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of May, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DOROTHY V. PHIPPS known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Voluntary Separation and Property Settlement Agreement and 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 and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

COLEEN SMITH CLEMENTE NOTARY PUBLIC CARROLL CO., MD.

Coleen Smith Clemente
NOTARY PUBLIC

My Commission Expires: 7/1/90

RONALD LEE BRYSON	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CHRISTIE LYNETTE BRYSON	:	Carroll County
Defendant	:	Case No. CV 4071

JUDGMENT OF ABSOLUTE DIVORCE

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 23RD day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Ronald Lee Bryson, be and he is hereby granted an Absolute Divorce from the Defendant, Christie Lynette Bryson; and

It is further ADJUDGED and ORDERED that the Defendant, Christie Lynette Bryson, be and she shall have custody of Amy Nicole Bryson and Justin Shane Bryson, the minor children of the parties hereto, for the present time, and that the Plaintiff, Ronald Lee Bryson, shall have the right to visit said children every other week-end from 9:00 A.M. to 3:00 P.M. Saturday and from 9:00 A.M. to 3:00 P.M. Sunday; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the issue of permanent custody of the minor children be and it is hereby reserved for future determination; and

It is further ORDERED that Plaintiff pay Defendant child support pursuant to the Order of this Court in Case No. CV 3492; and

Filed July 24 1987

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

Luke K. Burns. J
Judge

JOYCE ANN VAN ELLS	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MICHAEL ALAN VAN ELLS	:	Carroll County
Defendant	:	Case No. CV 4137

JUDGMENT OF ABSOLUTE DIVORCE

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 23RD day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Joyce Ann Van Ells, be and she is hereby granted an Absolute Divorce from the Defendant, Michael Alan Van Ells; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated April 25, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant shall pay the remaining one-half thereof.

Luke K. Burns. J
Judge

Filed July 24 1987

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 25th day of April, 1986, by and between MICHAEL ALAN VAN ELLS, hereinafter referred to as "Husband" and JOYCE ANN VAN ELLS, 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 religous ceremony on the 10th day of August, 1974, in Howard County, Maryland.

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

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 25th day of April, 1986, and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

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

NOW THEREFORE, in consideration of the promises, 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 the 25 day of April, 1986, and

Pl. Exhibit No. 1

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 have 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.

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 the grounds of voluntary separation or statutory living apart for the requisite period.

DISPOSITION OF PERSONAL PROPERTY

The parties agree that they have divided, as between them, all tangible personal property and household chattels previously located at the parties' residence. As shown by the lists attached hereto as Exhibit A which shows the items to be taken by the wife

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.

The parties acknowledge that they currently own two automobiles, a 1985 Ford Escort and a 1983 Ford Escort. The parties agree that Husband shall have the exclusive ownership and use of the 1985 Escort, and he shall be solely responsible for all obligations and liens associated with that vehicle. The parties further agree that Wife shall have the exclusive ownership and use of the 1983 Escort, and she shall be solely responsible for all obligations and liens associated with that vehicle. The parties further agree to retitle the vehicles, if necessary, to

reflect the exclusive use and ownership of each, and each agrees to fully indemnify the other on all obligations and liens having to do with that vehicle of which the one has exclusive ownership and use. Wife shall, however, not be under any obligation to retitle her car until the existing loan on the car is paid.

The parties acknowledge that they have divided among them all monies in bank or savings and loan accounts of any type, and that each party waives all rights that he or she may have in the other's pension, retirement, and other employment or insurance benefits.

WAIVER OF ALIMONY

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.

OUTSTANDING OBLIGATIONS

The parties acknowledge that (aside from the mortgages on the real property, treated infra), they currently have the following joint debts: Atlantic Financial; MasterCard; Visa; Choice; Hechingers; and Sears. The parties acknowledge further that Wife has recently paid the total outstanding balance on the Hechingers and Sears debts. Husband agrees to take full responsibility for the balance on the remaining joint debts which is acknowledged to be approximately Six Thousand Two Hundred Dollars ($6,200.00).* Husband shall receive a credit against the net equity of Wife in the Marital Home in the amount of One Thousand Seven Hundred Fifty Dollars ($1,750.00), representing one-half (½) of the "non-computer use" portion of the joint debt which Husband has assumed. Wife agrees not to incur further debt on any of the joint debts listed above, and both parties agree not to pledge the credit of the other from and after the date of this Agreement. Each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debt or obligation.

DISPOSITION OF REAL PROPERTY

The parties own as tenants by the entireties the real property known as 3808 Robin Hood Way, Sykesville, Maryland 21784

*Husband shall indemnify and hold harmless the Wife from any obligation for such debts including any court costs and attorneys fees incurred in any action involving said debts.

(hereinafter referred to as the "Marital Home"). The Marital Home is subject to the liens and effects of two (2) mortgages.

The parties agree that Husband shall purchase Wife's interest in the Marital Home for an amount equal to one-half (½) the equity existing in the Home, less the credit referred to in "Outstanding Obligations," the Home's value to be determined by an appraisal currently being conducted by Fairview Federal Savings and Loan. Should Wife not agree with the appraised value of the Home as a result of the aforementioned appraisal, she may, at her sole expense, have the Home appraised by an appraiser of her choosing. In that event, the two (2) appraisals will be averaged to arrive at the Home's value. The parties acknowledge that Husband is currently attempting to refinance with Fairview Federal Savings and Loan so that he can have Wife's name released from the two (2) existing mortgages and pay Wife in cash her equity in the property. It is agreed that should Husband not be able to obtain financing from Fairview Federal Savings and Loan, he will be permitted to attempt to refinance with one (1) other institution.* It is also agreed that, in the event Husband cannot obtain refinancing sufficient to pay off the exising mortgages and Wife's total net equity in the Home in cash, Husband may payoff the two existing mortgages on the Home and pay the Wife ~~he will attempt to obtain refinancing sufficient to pay off the existing two (2) mortgages on the Home, and will pay Wife~~ at least Ten Thousand Dollars ($10,000.00) in cash for her net equity, with the balance of the purchase price ~~the balance~~, if any, to be paid off by a Second mortgage ~~Promissory Note~~ payable in equal consecutive monthly payments over a four (4) year period at Ten percent (10%) interest per annum.

In the event that Husband, after two (2) attempts to refinance, cannot obtain satisfactory refinancing and is not able to pay off or release Wife's name from the existing two (2) mortgages, or is not able to pay Wife at least Ten Thousand Dollars ($10,000.00) in cash, then the Home shall be immediately listed for sale with a realtor selected mutually by the parties, or, if the parties cannot agree, selected by the parties' attorneys. The Home shall be listed for no less than Ninety Thousand Dollars ($90,000.00), and either party may accept, for the other, any Contract for Ninety Thousand Dollars ($90,000.00) or more. The net proceeds from the sale shall be divided equally between the parties, less the credit

*The Husband agrees to proceed as quickly as possible in his efforts to refinance the mortgages on the Home

referred to in "Outstanding Obligations."

TAX RETURNS

The parties agree that if Wife so elects, they will file joint Federal and State Income Tax Returns for the calendar year 1986 and for each year thereafter, that they are entitled to do so. For any tax year for which the parties file joint tax returns, the parties shall pay all taxes due thereon pro rata, in the same proportion that 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 and/or refunds. Each party shall 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 during all years for which joint returns are filed.

ATTORNEY'S FEES

Both parties agree to pay for their own attorney's fees incurred in connection with the negotiation or preparation of this Agreement.

MISCELLANEOUS PROVISIONS

With 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 the 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 nec-

cessary 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 annullment shall only take place after 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 affect the remaining terms and provisions hereof.

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 his 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 pre

decease 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 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 not married.

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.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

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

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 (1987), Laws of Maryland, including but not limited to, any claim to use and possession of family use personal 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 four (4) identical 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.

WITNESS the hands and seals of the parties.

Witness:

Thos. E. Pyor — Michael Alan Van Ells (SEAL)
MICHAEL ALAN VAN ELLS

Lisa Puckett — Joyce Ann Van Ells (SEAL)
JOYCE ANN VAN ELLS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 24th day of April, 1986, before me the subscriber, a Notary Public for the State and County aforesaid, personally appeared, MICHAEL ALAN VAN ELLS, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

Rebecca V. Price
Notary Public
My Commission Expires: 7-1-86

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 25th day of April, 1986, before me the subscriber, a Notary Public for the State and County aforesaid, personally appeared JOYCE ANN VAN ELLS, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Lisa Puckett
Notary Public
My Commission Expires: 7-1-86

[illegible]
Coffee Table [illegible]
Odd VCR
TV Set ~~in~~
Organ
TV Set Console
Sewing Room Table + Chairs
Chrome Cabinet
Folio Cabinet
Desk + Chair
2 Chester drawers
Dishes from China Cabinet
Some Linens
Pictures
Some Kitchen utensils
Some Plants
3 lamps
Vacuum Cleaner?
Black & White Small TV set
Wok
Crockpot

Poor Copy

ELIZABETH M. KING	:	In the
Plaintiff and Cross-Defendant	:	Circuit Court
vs	:	for
RONALD M. KING	:	Carroll County
Defendant and Cross-Plaintiff	:	Case No. CV 3380

JUDGMENT OF ABSOLUTE DIVORCE

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 23RD day of July, Nineteen Hundred and Eighty-seven, that the above-named Cross-Plaintiff, Ronald M. King, be and he is hereby granted an Absolute Divorce from the Cross-Defendant, Elizabeth M. King; and

It is further ADJUDGED and ORDERED that the Cross-Defendant, Elizabeth M. King, be and she is hereby awarded the guardianship and custody of Kristin Noel King, the minor child of the parties hereto, with the right unto the Cross-Plaintiff, Ronald M. King, 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 and ORDERED that the Cross-Plaintiff pay direct unto the Cross-Defendant the sum of $50.00 per week toward the support of the minor child of the parties, and, in addition thereto, shall assume the balance of the bill for orthodontal services rendered for the minor child, subject to the further Order of this Court; and

Filed July 24 1987

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Cross-Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

it is further ORDERED that, if the Cross-Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Cross-Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding;

And it is further ORDERED that the Marital Settlement Agreement and the Addendum thereto, by and between the parties hereto, dated March 6, 1987 and March 20, 1987, respectively, 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 Cross-Plaintiff pay the costs of these proceedings.

Robert K. Burns, J.
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 6th day of March, 1987, by and between RONALD M. KING, hereinafter called "Husband", and ELIZABETH M. KING, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been first married by a Civil Ceremony in Baltimore County, Maryland on June 10, 1960. The parties were divorced on October 1, 1982 in Worcester, Massachusetts, and remarried by a Religious Ceremony in Denton County, Texas on September 23, 1983.

The parties have been voluntarily living separate and apart since May 16, 1986.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to custody, child support, the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the 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:

1. AGREEMENT TO LIVE SEPARATE AND APART

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 voluntary separation having commenced on May 16, 1986.

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.

Pl. Exhibit No. 1

2. CHILDREN: CARE AND CUSTODY OF MINOR CHILD; VISITATION

Three children were born to the parties as a result of their marriage; namely, JEFFREY MARTIN KING, September 27, 1963, age 23; MICHELE RENEE KING, April 18, 1968, age 18; and KRISTIN NOEL KING, December 29, 1969, age 17. The parties have agreed that the Wife shall retain the care and custody of the minor child. Husband shall visit with minor child upon terms and conditions which may be arranged between them.

3. SUPPORT AND MAINTENANCE FOR CHILD

Husband has been making regular weekly and/or monthly payments to Wife for or on behalf of Kristin Noel King since the date of separation, aforesaid. Husband agrees to pay the sum of Fifty Dollars ($50.00) per week as child support from January 1, 1987 through the month of December, 1987 when said child shall have graduated from high school. Additionally, Husband assumes the balance of the bill for orthodontal services rendered to Kristin Noel King.

4. JOINT WAIVER OF ALIMONY AND SUPPORT FURTHER ADJUSTMENT OF MARITAL PROPERTY AND MONETARY AWARD

In consideration of the promises set forth in this Agreement and other valuable considerations, Husband and Wife hereby waive any claim for alimony or support for herself or himself, temporary or permanent, past, present and future and will make no claim for the same against the other. The parties further agree to waive any further adjustment of marital property and any claim to a monetary award.

5. OTHER PROPERTY

Real Estate. Husband shall convey all his right, title and interest in the real estate known as 2505 Appaloosa Way, Finksburg, Maryland, 21048, to Wife. Except as hereinafter provided, Wife shall assume full responsibility for the current mortgage on the real estate including principal and interest, real estate taxes, homeowners insurance and all utilities. Wife shall pay costs of this transfer which shall occur as soon as practicable after the execution of this Marital Settlement Agreement. Husband agrees that he will be solely responsible to continue making the monthly mortgage payments upon said Appaloosa Way property through June of 1987, unless said property is sooner sold, whereupon all obligations he may have regarding said property shall cease.

Husband shall convey all his right, title and interest in the real estate known as Unit 115 Lost Colony II Condominium, Ocean City, Maryland to Wife. Wife shall assume full responsibility for the current mortgage on the real estate including principal and interest, real estate taxes, condominium fees, homeowners insurance and all utilities. Wife shall pay costs of this transfer which shall occur as soon as practicable after the execution of this Marital Separation Agreement. The parties acknowledge that the foresaid property is currently listed with a real estate agent.

Personal Property. The parties heretofore divided their personal property and furniture to their mutual satisfaction. Each party shall be entitled to the personal property in their present physical possession. Wife shall be entitled to all personal property which remains in the family home as of the date of separation except that Husband shall be entitled to remove all of his personal clothing and effects including diplomas, photographs of his parents and childhood photographs still remaining in the family home. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to the personal property above recited, free and clear of any and all claim of the other party.

Bank Accounts. Each party shall retain free and clear of any claim from the other all savings, checking or certificates of deposit presently titled in their individual names. All joint accounts have been previously divided between the parties.

Automobiles. The parties presently own a 1985 Dodge Lancer, titled in the name of the Husband. Husband agrees to transfer to Wife all his right, title and interest in this automobile. Wife assumes balance of outstanding debt, if any. The parties presently own a 1985 Chevrolet van, titled in their joint names, Wife agrees to transfer to Husband all her right, title and interest in said vehicle. Husband assumes balance of outstanding debt, if any.

6. DEBTS

Except as herein provided, each party shall be responsible for his or her own debts. Each party shall hold the other harmless and indemnify the other for any and all claims arising out of the debts which they have respectively agreed to assume under this paragraph.

Husband and Wife further covenant and agree 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, except as specifically set forth in this paragraph. 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.

7. HEALTH AND ACCIDENT INSURANCE

Husband shall continue to pay the premiums upon employer provided health and accident insurance to provide coverage for Wife until a Judgment of Absolute Divorce shall be granted. Further, Husband shall continue such coverage in force for Kristin Noel King until she shall attain her majority and beyond provided she is a full time equivalent student as provided by the terms of said policy or policies.

8. LIFE INSURANCE

Husband agrees to secure a Fifty Thousand Dollar ($50,000.00) face value, life insurance policy upon his life which names Wife as beneficiary with his children as contingent beneficiaries. The said policy shall be secured with a recognized insurance company and all premiums thereon shall be borne by the Husband. Husband's obligation to provide and maintain this coverage shall continue for five (5) years from the date of this Agreement. Husband shall provide the Wife with the original of said policy as well as evidence of premiums paid to keep said policy in full force and effect to protect her insurable interest.

9. INCOME TAX DEDUCTIONS FOR CALENDAR TAX YEAR 1986.

Husband shall have the right to claim all allowable tax deductions of whatever kind attributable to 2505 Appaloosa Way for tax year 1986.

Husband and Wife shall evenly divide all allowable tax deductions of whatever kind attributable to the Ocean City property AND 2505 APPALOOSA WAY, ELLICOTT CITY, MD 21043

10. WAIVER OF RIGHTS

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, Family Law Article, Sections 8-201 - 8-211, 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.

11. NON-WAIVER OF RIGHTS

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.

12. INDEPENDENT COUNSEL

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.

13. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

14. INCORPORATION OF AGREEMENT

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.

15. MODIFICATIONS TO AGREEMENT

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.

16. ENTIRE AGREEMENT

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.

17. APPLICABLE LAW

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

18. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement 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 the day and date above written.

Raymond E. Beck — Ronald M. King (SEAL)
WITNESS — RONALD M. KING

[illegible] — [illegible] (SEAL)
WITNESS — ELIZABETH M. KING

STATE OF MARYLAND)
COUNTY OF Carroll TO WIT:

I HEREBY CERTIFY that on this 9th day of Feb. 1987, the above-named RONALD M. KING, personally appeared before me 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 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.

RAYMOND E. BECK NOTARY PUBLIC CARROLL CO. MD.

Raymond E. Beck
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 20th day of March 1987, the above-named ELIZABETH M. KING, personally appeared before me 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 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.

JOANN ELLINGHAUS-JONES NOTARY PUBLIC CARROLL CO. MD

Notary Public
My Commission Expires: 7/1/90

This is to certify that I waive the request for Ronald M. King to initial page 4 paragraph 7 & 9.

Elizabeth M. King
Elizabeth M. King

March 20 1987
March 20, 1987

State of Maryland
County of Baltimore

Kathleen M. Wist
Kathleen M. Wist, Notary

My Commission expires July 1990

JOHN SCHANBERGER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MARIE E. SCHANBERGER	:	Carroll County
Defendant	:	Case No. CV 3964

JUDGMENT OF ABSOLUTE DIVORCE

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 23RD day of July Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, John Schanberger, be and he is hereby granted an Absolute Divorce from the Defendant, Marie E. Schanberger; and

It is further ADJUDGED and ORDERED that the Defendant, Marie E. Schanberger, be and she is hereby awarded the guardianship and custody of John Michael Schanberger and Shawn Christopher Schanberger, the minor children of the parties hereto, with the right unto the Plaintiff, John Schanberger, 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 and ORDERED that the Plaintiff, John Schanberger, pay direct unto the Defendant, Marie E. Schanberger, the sum of $150.00 per month per child, for a total of $300.00 per month, toward the support of the minor children of the parties, and, in addition thereto, shall pay one-half of any medical expenses incurred by the children which are not covered by Champs Military Benefits, subject to the further Order of this Court; and

Filed July 24, 1987

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exdeed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Luke K. Burns
Judge

MARY ELEANOR GRAUEL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ROBERT WAYNE GRAUEL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4056

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27th day of July, 1987 that the Plaintiff, MARY ELEANOR GRAUEL, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ROBERT WAYNE GRAUEL; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 25, 1986 and filed in this case 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.

Luke K Burns
JUDGE

Filed July 28, 1987

THIS AGREEMENT, made this 25th day of June, 1986, by and between MARY ELEANOR GRAUEL, hereinafter called "Wife", party of the first part, and ROBERT WAYNE GRAUEL, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on November 30, 1974, in Frederick County, Maryland. No children were born to them as a result of the marriage.

On May 26, 1986, 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 interests 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 ~~January~~ 1, May 26,

Ex #1
7/7/87

1986, 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. 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 and maintenance, whether past, present or future.

4. Husband and Wife each will keep in force and pay the premiums on their presently existing life insurance policies and each shall retain the present beneficiary(ies) as to each policy. The right to change beneficiary(ies) shall revert to each party upon the date of any absolute Judgment of Divorce that may be entered between the parties hereto.

5. Wife agrees to carry and keep in force Blue Cross and Blue Shield insurance or its equivalent on the Husband, at Husband's expense, until the date of any absolute Judgment of Divorce that may be entered between the parties hereto.

6. Husband shall be entitled to retain those items of household furniture and other personal property specified in a list marked Appendix A, a copy of which is attached hereto and incorporated by reference herein, as his sole and separate estate as well as his respective clothing, jewelry and personal effects.

7. Except as herein otherwise provided, Wife is entitled to retain as her sole and separate estate the remaining household

furniture and personal property of the parties or either of them, of any nature and howsoever heretofore owned or titled as well as her clothing, jewelry and personal effects.

8. Each of the parties with respect to the aforementioned distribution of household furniture and other personal property of the parties hereby transfers and assigns unto the other all of their respective right, title and interest in and to such household furniture and other personal property in accordance with said distribution.

9. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1982 Honda Accord 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 her name alone. Wife shall pay the costs, if any, for the transfer of title. Wife further agrees to be solely responsible for the payment of any and all loans secured by said vehicle and Wife shall indemnify and hold husband harmless from any and all claims related thereto. Wife shall also be responsible for her own automobile insurance.

10. Wife hereby transfers and assigns unto Husband any claim, right or interest she may have to the 1979 Ford Bronco and Ford Pick-Up Trucks, the 1974 Ford F350 1-ton dump truck, the 1973 Chevrolet stake body truck, the 1981 Virago, Yamaha motorcycle, the 1973 Chevrolet, 1-ton truck, and a 16 foot recreational boat as well as any and all other equipment used by Husband in the course of his daily business when trading as Custom Lawn Care, save and excepting one (1) Simplicity Roto Tiller and one (1) 21 inch M/L Lawn Boy lawn mower, which shall remain the property of Wife but be made available to Husband for his business use until date of absolute judgment of divorce. Husband further agrees to be solely responsible for any and all

loans secured by the said vehicles, jointly or severally, and shall indemnify and hold Wife harmless from any and all claims related thereto.

11. With respect to the bank accounts of the parties, Husband and Wife agree as follows:

A. The parties will continue to operate the Amway Distributorship as partners under the general management of Wife and Wife shall maintain accurate books and records which shall be open to inspection by Husband at all times. To that end only, the parties agree to maintain a joint business working account at a mutually agreed upon bank. From the funds deposited to said account, commission payments will be paid to the person making the sale. Bonus payments received by the business will be distributed to the parties in proportion to their gross sales. Sales under Fifty Dollars ($50.00) gross, made by Husband, will not be counted in Husband's share of total sales or in total sales of business for purposes of bonus allegations. Proceeds received from the sponsorship of additional distributors will be allocated to the sponsoring partner.

B. All other joint accounts of the parties shall be closed and the proceeds therefrom shall be equally divided and deposited into each party's respective account and in that respect the parties acknowledge and agree that each shall own, have and enjoy independently of any claim, right or interest of the other party, those funds on deposit in their name alone, whatsoever and wheresoever situate, which are held by 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.

C. The parties' safe deposit box at Carroll County Bank and Trust Company will be retained by Husband and transferred to his name alone.

12. It is agreed by and between the parties that Husband shall transfer unto Wife all his right, title and interest in and to the residence of the parties, said improved property being known and designated as 153 West Old Liberty Road, Sykesville, Carroll County, Maryland 21785, and being the same land more fully described in a Deed dated September 17, 1976, from James E. Keiser and Patricia A. Keiser, his wife, to Robert W. Grauel and Mary E. Grauel, his wife, and recorded among the Land Records of Carroll County in Liber No. 638, folio 718. It shall be the responsibility of Wife to have prepared any and all documents which may be necessary for the transfer of title to the aforesaid real property and to bear all the costs of said transfer, including, but not limited to, the cost of preparing and recording the Deed. The parties acknowledge that the aforesaid property is presently encumbered by three (3) liens of Mortgage or Deed of Trust to Carroll County Bank and Trust, Eldersburg, Maryland.

Wife agrees to be solely responsible for any and all Mortgage or Deed of Trust indebtedness, including but not limited to the aforementioned loan indebtedness, and any and all taxes, general or specific, and all other public or governmental charges, and other charges or private assessments currently levied against the aforesaid property; and Wife agrees to indemnify Husband and hold him harmless for any claim or claims thereunder.

It is further agreed specifically by Wife that, Husband shall not be obligated to make any contribution towards any real estate tax obigation with regard to the above-referenced property for the fiscal year 1985-1986 and forward, or for any mortgage payments made, or presently due, or for any improvements, maintenance or repair work performed at or on the property, or for any home insurance coverage since the date of separation.

In consideration of the aforementioned conveyance by Husband, in addition to other covenants and agreements set forth herein, it is agreed that Wife will relinquish any claim, right or interest she may have in and to the business enterprise operated and owned by Husband and known as Custom Lawn Care as well as its capital investment and/or any income, capital gains or profit realized therefrom.

13. Husband and Wife acknowledge that they have jointly incurred a personal loan by way of a Promissory Note to Wife's Aunt, Mildred M. Russell, in the amount of Fifteen Thousand Dollars ($15,000.00) and that the said amount is still due and owing as of the signing of this Agreement. In that regard, each party agrees to be responsible for one-half (1/2) of the said indebtedness payable in full by December 31, 1986. Each party shall indemnify and hold harmless the other from any and all claims and liability for greater than one-half (1/2) of the total amount due.

14. Husband shall be obligated to personally pay only the following obligations and accounts of the parties known to him and incurred prior to the execution of this Agreement either by Husband or jointly by the parties; Choice Account, Sears Department Store, Manufacturer's Hanover Trust Account and Dauphin Deposit Account and Husband will indemnify Wife and hold her harmless for any claim or claims thereunder.

Wife specifically acknowledges and agrees that she has other credit indebtedness with Visa, Master Card, Hecht Company and Leggetts in her name alone which is her individual liability and that she shall be obligated to personally pay any balances yet owing on said indebtedness and Wife further acknowledges that she will remove Husband's name from said accounts and Wife further agrees to indemnify and hold harmless Husband for any

liability or loss suffered as a result of said indebtedness as well as from the balance due on the General Electric Credit Corporation Appliance account which Wife will continue to pay until said indebtedness is paid in full.

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 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.

16. Husband covenants and agrees that he shall pay his attorney's fees and a maximum of Two Hundred Dollars ($200.00) toward Wife's attorney's fees arising out of this Marital Settlement Agreement. Each party shall pay his or her own attorney's fees and court costs arising out of any subsequent divorce action should one of the parties later bring a Complaint for divorce against the other.

17. 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, Family Law Article, Sections 8-201 through 8-213, 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 claim to any pension, retirement, profit sharing funds or annuities, past, present or future and 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,

including any claim to any pension, retirement, profit sharing funds or annuities, past, present or future, etc.

18. 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, 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.

19. 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 Judgment 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 Judgment, 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 said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

20. Husband and Wife agree to file joint Federal and State Income Tax Returns for the year 1986 and for any subsequent

year in which the parties are legally entitled to do so. For any year for which the parties file joint tax returns, the parties shall pay all the taxes due thereon pro rata, in the same proportion that 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, and any refunds shall be equally divided between the parties. Each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions during the years for which joint returns are filed.

21. 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.

22. 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.

23. 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: _____ Mary Eleanor Grauel (SEAL)
MARY ELEANOR GRAUEL

Witness: _____ Robert Wayne Grauel (SEAL)
ROBERT WAYNE GRAUEL

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of June, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MARY ELEANOR GRAUEL, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

Gail S. Crowl
Notary Public

GAIL S. CROWL NOTARY PUBLIC CARROLL COUNTY, MD.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of June, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT WAYNE GRAUEL, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Anna M. Goldwin
Notary Public
My Commission Expires: 7-1-86

ANNA M. GOLDWIN NOTARY PUBLIC CARROLL CO., MD.

APPENDIX A

1. Model Trains
2. Airplanes
3. All Sporting Equipment
4. All Photographic Equipment, except Olympus XA-1 camera
5. All Music Equipment, saving and excepting one (1) Sony CFS, 9000 Personal Stereo
6. All Office Equipment, saving and excepting one (1) Yellow File Cabinet, one (1) Six Drawer Wood Veneer Desk and Brown Office Chair, one (1) desk top TI calculator, and one (1) Royal electric typewriter
7. Rose China and all other items from Etta Osbourne
8. One Set of Blue or Brown Dishes
9. Seth Thomas Clock
10. Shell Display from Masie Ekstern
11. Living Room Wall Shelf and Sofa
12. Hall Mirror
13. Brown Chair and Folding Chairs
14. All Video Equipment and Furniture, saving and excepting one (1) Sony KV1711 TV, one (1) VCR, and one (1) TV stand
15. One-half of all Kitchen Supplies and Silverware
16. Energy-Mate wood-fired furnace

WALTER E. GARMAN, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
PAULA RUTH GARMAN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4024

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27th day of July, 1987, that the Plaintiff, WALTER E. GARMAN, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PAULA RUTH GARMAN; and

IT IS FURTHER ORDERED, the pertinent parts of the Separation Agreement between the parties and Addendum thereto both filed in this case, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, PAULA RUTH SZOCINSKI; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
JUDGE

Filed July 28, 1987

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT, made this 13th day of March, 1985, by and between PAULA RUTH GARMAN, hereinafter called "Wife", and WALTER EARL GARMAN, JR., hereinafter called "Husband".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Carroll County, Maryland on November 19, 1982.

The parties having mutually agreed to voluntarily separate and to have done so on or before March 24, 1985, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

There are no children born to the parties as a result of this marriage, however, Wife has a daughter from a previous marriage; namely, JAMIE LYNN SZOCINSKI, born 6/18/76, the custody of whom shall remain with the Wife. Nevertheless, Husband has agreed to make some support provisions for the benefit of the minor child in the form of medical insurance.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the 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:

1. AGREEMENT TO LIVE SEPARATE AND APART

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 to have commenced on or before March 24, 1985.

Phot 1
7/7/87
dm.

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.

2. PERSONAL PROPERTY

The parties have agreed to divide the personal property between them. Wife shall be entitled to the items listed on the inventory attached hereto as Exhibit A. Husband shall be entitled to all other personal property located in the parties' residence at 1605 Heather Heights Road, Sykesville, Maryland.

The parties acknowledge that they own a 1983 Buick LeSabre which is presently titled jointly. Wife shall convey all her right, title and interest in and to the 1983 Buick LeSabre to Husband. Husband shall pay Wife the sum of Ten Thousand Dollars ($10,000.00) for the purchase of an appropriate automobile and furnishings for her apartment in her complete discretion. This payment shall be made at the time of the execution of this Agreement.

Each of the parties transfer and assign to the other all of their respective right, title and interest in and to the personal property above noted free and clear of any and all claims of the other party.

3. BANK ACCOUNTS AND STOCK

The parties acknowledge that each has separate bank accounts and jointly own various shares of Baltimore Gas and Electric Common Stock. Wife agrees to convey all her right, title and interest in the Baltimore Gas and Electric stock to Husband for the sum of Two Thousand Dollars ($2,000.00) which sum shall be paid by Husband at the time of execution of this Agreement.

Husband further agrees to pay Wife the sum of Six Thousand Dollars ($6,000.00) representing her equity in the bank accounts presently in the Husband's physical possession. This payment shall be made on or before July 1, 1985.

The parties agree that (except as set forth above) each shall retain the bank accounts and stock presently in their physical possession free and clear of any and all claims from the other.

4. REAL ESTATE

The parties acknowledge that they own as tenants by entireties improved real estate known as 1605 Heather Heights Road, Sykesville, Maryland, 21784. An independent appraiser will be secured who will establish the present fair market value of the real estate. The appraiser will also establish the fair market value of the real estate on November 19, 1982. One-half of the appreciation, if any, in value of the real estate during this period of time shall represent Wife's equity in the real estate. Husband shall pay Wife a sum of cash equal to her equity in the real estate, less the $375.00 advance previously paid on her behalf. This payment shall be made on or before October 1, 1985 at which time Wife shall formally execute the deed of conveyance to Husband. Husband shall be responsible for the costs of the appraisal and all costs of transfer including documentary stamps and transfer taxes, if any. Husband shall assume full responsibility for maintenance and expenses associated with the real estate. Upon execution of this Agreement, Wife releases, assigns and transfers to Husband all her right, title and interest in and to the real estate, subject only to the equity payment set forth above.

5. OTHER PROPERTY

The parties acknowledge that Husband has a pension and retirement plan through his employer. Wife waives all right, title and interest in and to the Husband's pension and/or retirement plans except that Husband shall retain Wife as the beneficiary under the survivor annuity of his retirement plan as long as Husband is a full time employee of Baltimore Gas and Electric on the date of final divorce whichever first occurs.

Each party shall retain free and clear of any claims from the other, the Individual Retirement Accounts and life insurance policies presently titled in their individual names or owned by them individually.

6. DEBTS

Wife shall be responsible for the J. C. Penney bill and Husband shall be responsible for the Visa and Crown Petroleum bills.

Husband and Wife further covenant and agree 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, except as specifically set forth in this paragraph.

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.

7. ALIMONY/TAX RETURNS

Husband shall pay to Wife, as alimony, the fixed and unchangeable sum of Nine Hundred Dollars ($900.00) per month accounting from April 1, 1985 which payment shall be made on the first day of each month as set forth above for so long as the parties live separate and apart and until the first to occur of any of the following events: (a) remarriage of Wife, (b) death of Wife, or (c) March 31, 1986. In the event of Husband's death prior to an event set forth above, Husband's estate shall continue to be responsible for the alimony payments until the first to occur of the events set forth above.

Husband shall also maintain the present medical and dental health insurance on the Wife and minor child until the first to occur of any of the following events: (a) remarriage of Wife, (b) death of Wife, (c) date of final divorce, or (d) death of Husband. Husband shall be fully responsible for all premiums due or charged in connection with this health insurance. Any medical or dental expenses of the Wife or minor child not covered by insurance shall be the sole responsibility of the Wife. Wife shall be entitled to reimbursement of covered medical expenses actually paid by her subsequent to the date of this Agreement less any applicable deductibles or co-insurance. Wife shall cooperate with Husband in processing all insurance claims. Wife shall be entitled to reimbursement of covered medical expenses as set forth above promptly after receipt of insurance proceeds by Husband.

The aforegoing provision shall not be subject to modification by any Court. The parties expressly waive the right to hereafter have any Court change or make a different provision for the support or maintenance of the Wife and they further expressly covenant and agree that under no circumstances whatsoever shall either of them apply to any Court for an increase or decrease of the amount or for a modification of the terms for support and maintenance both pendente lite and permanent as herein provided.

The parties agree that they will file joint Federal and State tax returns for the calendar year ending December 31, 1984 and that Husband shall be responsible for any and all tax liability due thereunder. The parties agree that for 1985 and all subsequent years they shall file individual Federal and State tax returns and shall be solely responsible for their respective tax liabilities or solely entitled to their respective tax refunds. Husband waives his right to claim the minor child as a dependent on any individual tax returns subsequently filed.

8. WAIVER OF RIGHTS

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, Family Law Article, Sections 8-201 - 8-211, 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.

9. NON-WAIVER OF RIGHTS

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.

10. INDEPENDENT COUNSEL

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.

11. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

12. INCORPORATION OF AGREEMENT

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.

13. MODIFICATIONS TO AGREEMENT

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.

14. ENTIRE AGREEMENT

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. APPLICABLE LAW

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

16. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement 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 the day and date above written.

WITNESS — Walter Earl Garman Jr. (SEAL)
WALTER EARL GARMAN, JR.

WITNESS — Paula Ruth Garman (SEAL)
PAULA RUTH GARMAN

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 12th day of March, 1985, the above-named WALTER EARL GARMAN, JR., personally appeared before me 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 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.

Notary Public
My Commission Expires: 7/1/86

NOTARY PUBLIC

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 13th day of March, 1985, the above-named PAULA RUTH GARMAN, personally appeared before me 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 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.

Anna M. Godwin
Notary Public
My Commission Expires: 7/1/86

ANNA M. GODWIN NOTARY PUBLIC CARROLL CO., MD.

EXHIBIT A TO VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

Oak Clawfoot Table
Oak Washstand
Oak Teawagon
Oak Hutch
Grinding Table
Butcher Block Table
4 Blond Chairs
China
Sterling Silverware
Crystal
Lawn Mower
2 Arm Chairs
Kitchen Dishes (matching)
Blender-mixer
Toaster Oven
Sterling Bowls
Maple Floor Lamp
Wine Bottle Lamp
3 Blue Bedroom Lamps
Jamie's Lamp
Humidifier
Tools
Pink Lady Picture
Warren Woods Picture
Dad's Picture
Records
Tapes
Green Throw Rugs
8 x 12 Green Carpet
Christmas Stuff and Stand
Encyclopedias
Plants
Sewing Machine
Crib
Coat Tree
Hamper
Shower Curtain
Towels and Linens
Electric Blanket
Stained Glass Mirror
Ecology Barn
Washing Machine
VCR
Food Processor
Crystal Glasses
Pictures - with Mailbox, with Bucket
Dictionary
Rabbits
Heart Rug

EXHIBIT A CONTINUED

DAUGHTER'S PROPERTY

Bed
Maple Colored Dresser
Night Stand
Swing Set
Pool
Atari
Toys
Clothes
High Chair
Crib
Toy Chest
Bicycle

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made this 6th day of November, 1985, by and between PAULA RUTH GARMAN, hereinafter called "Wife", and WALTER EARL GARMAN, JR., hereinafter called "Husband".

WHEREAS, the parties executed a Voluntary Separation and Property Settlement Agreement dated March 13, 1985; and

WHEREAS, the Voluntary Separation and Property Settlement Agreement provided an unspecified payment to Wife for her equity in the real estate known as 1605 Heather Heights Road, Sykesville, Maryland, 21784, the exact amount of the payment to be determined at a later date by an independent real estate appraiser; and

WHEREAS, a dispute has developed between the parties as to the exact amount due and owing as a result of the appraisals submitted; and

WHEREAS, the parties have reached agreement concerning the amount to be paid to Wife and desire to amend the Voluntary Separation and Property Settlement Agreement to incorporate this settlement.

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

1. Article 4 of the Voluntary Separation and Property Settlement Agreement, titled Real Estate, is hereby amended to read as follows:

Pl#1
7/7/92

"The parties acknowledge that they own as tenants by entireties improved real estate known as 1605 Heather Heights Road, Sykesville, Maryland, 21784. Husband shall pay Wife and her daughter a sum of cash equal to Wife's equity in the real estate less the $375.00 advance previously paid on Wife's behalf. The payments shall be made contemporaneously with the execution of this Agreement at which time Wife shall formally execute the Deed of Conveyance to Husband. Husband shall pay the following:

a. $5,000.00, less $375.00 advance to Wife; and
b. $2,000.00 to Jamie Lynn Szocinski, date of birth 6-18-76 (minor child of Wife) pursuant to Estates and Trusts Article, Maryland Uniform Gifts to Minors Act, Section 13-301, et. seq.

Husband shall be responsible for all costs of the transfer including documentary stamps and transfer taxes, if any. Husband shall assume full responsibility for maintenance and expenses associated with the real estate. Upon execution of this Amendment to Agreement and payment of the sums set forth above, Wife releases, assigns and transfers to Husband all her right, title and interest in and to the real estate."

2. In all other respects the Voluntary Separation and Property Settlement shall continue in full force and affect without any amendment thereto.

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

Mary E Berger — Walter Earl Garman Jr. (SEAL)
WITNESS — WALTER EARL GARMAN, JR.

Richard Arnold — Paula Ruth Garman (SEAL)
WITNESS — PAULA RUTH GARMAN

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Balto.)

I HEREBY CERTIFY that on this 28 day of October, 1985, the above-named WALTER EARL GARMAN, JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Amendment to Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Amendment to Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

MARY E. BOEGER NOTARY PUBLIC BALTIMORE CITY, MD.

Mary E Boeger
Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 6th day of November, 1985, the above-named PAULA RUTH GARMAN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Amendment to Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Amendment to Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

SUSAN E. JONES NOTARY PUBLIC CARROLL COUNTY, MD.

Susan E. Jones
Notary Public
My Commission Expires: 7/1/86

DEBORAH KAY STOWERS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
LEWIS THEODORE STOWERS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3671

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27TH day of July, 1987, that the Plaintiff, DEBORAH KAY STOWERS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, LEWIS THEODORE STOWERS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, JENNIFER ANNE GOLDUP (born January 29, 1982) 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 ORDERED, that the Defendant pay unto the Plaintiff the sum of Twenty-Five Dollars ($25.00) per week as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

Filed July 28, 1987

Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, DEBORAH KAY GOLDUP; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr.
JUDGE

SUZANNE MARIE MAKUSKI	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DAVID JOHN MAKUSKI	:	CARROLL COUNTY
Defendant	:	CASE NO. CV1970

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30TH day of July, 1987, that the Plaintiff, SUZANNE MARIE MAKUSKI, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DAVID JOHN MAKUSKI; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, JONATHAN DIMITRI MAKUSKI (born August 15, 1984) 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 ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Fifty Dollars ($50.00) per week in accordance with a URESA Petition filed in the State of Wisconsin, Circuit Branch No. II, Portage County (File No. 87FA-78) but in the event that Court should lose jurisdiction then the Defendant is hereby Ordered to pay the sum of Fifty

Filed July 30, 1987

Dollars ($50.00) as child support, said payments to be made through the Bureau of Support Enforcement, P.O. Box 800, Westminster, Maryland 21157 subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

GREGORY LAMONT WEAVER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DEBORAH SUE WEAVER	*	CARROLL COUNTY
Defendant	*	
	*	CASE NO. CV 2322

****

JUDGMENT OF ABSOLUTE DIVORCE

This cause having come for trial before this Court on July 9 and 10, 1987 and both parties having appeared with counsel and having agreed to proceed upon the Plaintiff's Supplemental Complaint for Absolute Divorce, Full Child Custody and Other Relief, and upon review and consideration of the testimony presented and stipulations of counsel it is this 27th day of July, 1987, by the Circuit Court for Carroll County,

ADJUDGED, ORDERED and DECREED, that the Plaintiff, GREGORY LAMONT WEAVER, be and he is hereby granted an Absolute Divorce from the Defendant, DEBORAH SUE WEAVER; and

IT IS FURTHER ADJUDGED, ORDERED and DECREED, that the Separation and Property Settlement and agreement by and between the parties hereto, dated February 8, 1985, and filed in this cause of action, be and the same is hereby approved and made a part of and incorporated in this Judgment, (except as expressly

Filed July 30, 1987

set forth below), but not merged therein, having the same force and effect as if fully set forth herein; and

IT IS FURTHER ORDERED that permanent custody of the minor child, Angella Christine Weaver, born February 18, 1982, shall be held sub curia, pending the examination of the Defendant by Dr. Joan Hoffman and receipt of her report relative thereto and that pendente lite custody of the minor child shall rest with the Defendant; subject to further order of the Court; and

IT IS FURTHER ORDERED that the Plaintiff shall have overnight visitation with the minor child every other weekend with the precise times for pickup and return of the child to be mutually agreed upon by the parties, pendente lite and subject to further order of the Court; and

IT IS FURTHER ORDERED that Defendant shall submit to such interviews and/or evaluation as deemed appropriate by Dr. Joan Hoffman, 24 North Court Street, Westminster, Maryland 21157, as per the agreement and stipulation of the Defendant's counsel and that upon completion of the evaluation of the Defendant, Dr. Joan Hoffman shall submit to the Court and counsel a written child custody recommendation; and

IT IS FURTHER ORDERED the additional cost of Dr. Joan Hoffman's services for the additional evaluation and report shall be taxed as Court costs; and

IT IS FURTHER ORDERED, that the Plaintiff pay direct unto the Defendant child support in the amount of $50.00 per

week accounting from July 10, 1987 subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

IT IS FURTHER ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff shall notify the Court within ten days of any change of address or employment so long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that both parties shall pay equally all Court costs of these proceedings as taxed by the Clerk of this Court as of this date.

JUDGE

APPROVED AS TO SUFFICIENCY
AND FORM:

BECK, HOLLMAN, HUGHES & FINCH,
Chartered

William O'B. Finch, Jr. /JBH

WILLIAM O'B. FINCH, JR.
Attorneys for Plaintiff

STEPHEN P. BOUREXIS
Attorney for Defendant

SEPARATION AND PROPERTY
SETTLEMENT AGREEMENT

THIS AGREEMENT made this 8th day of February, 1985, by and between GREGORY LAMONT WEAVER, hereinafter referred to as the "Husband"; and DEBORAH SUE WEAVER, hereinafter referred to as the "Wife".

WHEREAS, the parties hereto were married on the 14th day of November, 1981, by a religious ceremony in the County of Carroll, State of Maryland; and,

WHEREAS, as a result of the union of the parties hereto, there was one (1) child born to the parties; namely, ANGELLA CHRISTINE WEAVER, a minor, born February 18, 1982; and,

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties voluntarily and mutually agreed to live separate and apart and in fact did part as of the 17th day of July, 1984; and,

WHEREAS, it is the desire of the parties hereto to make a full, final 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 right of the husband and wife to support, maintenance, and counsel fees and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective personal representatives, and assigns as follows:

1. Nothing 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.

PLAINTIFF'S EXHIBIT 2 CV-0302 7.9.87

2. The parties agreed to separate and commencing the 17th day of July, 1984, the parties hereto have lived separate and apart from one another in separate places of abode without any cohabitation. The parties have agreed not to interfere with or molest the other, nor to 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. It has been agreed that each party shall be free to go his or her own respective way as fully and as to the same extent as if they had never been joined in matrimonii. It is agreed, that each may reside at such place or places as he or she may select and each may, for his or her own separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable without any interference of the other.

3. Prior to the date of this Agreement, all real and personal property of the parties has been divided to the satisfaction of each; and, it is agreed, that each of the parties shall own, have and enjoy independant of any claim or right of the other party, all items of property of every kind, nature and description 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 never married.

4. The parties hereto, agree that they shall have Joint Custody of the minor child, ANGELLA CHRISTINE WEAVER, and that the child shall make her principal residence with the wife, DEBORAH SUE WEAVER. The parties further agree that neither of them shall move from the Carroll County Area and attempt to take said child with him or her without the written consent of the other. In the event that one of the parties should move from the Area, then an Amendment shall be made to this Agreement setting forth a more specific Joint Custody arrangement.

The husband agrees to pay to the wife the sum of Twenty Five Dollars ($25.00) per week, as support and maintenance for ANGELLA CHRISTINE WEAVER until such time as the wife and child establish their residence outside the home of the wife's parents, at which time he agrees to immediately start making support payments in the sum of Thirty Dollars ($30.00) per week (subject to

adjustment of the Court) until such time as said child reaches the age of eighteen (18) years.

5. The wife releases and discharges the 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 the husband releases and discharges the 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 husband agrees that the child of the parties, namely, ANGELLA CHRISTINE WEAVER, will continue to be beneficiary of the Life Insurance Policy he currently holds on himself or any subsequent policy issued in order to upgrade said current policy, until such time as said minor child reaches twenty-one (21) years of age.

7. The husband agrees to cover the minor child of the parties under any Health Insurance Plan provided through his employer. If, his employer at any time does not provide health insurance, the husband agrees to purchase insurance outside of his employment in order to cover said minor child of the parties.

8. The parties hereto agree that each shall be responsible for one-half (½) of any medical or dental expenses of the child which are now or hereafter may not be covered by the health insurance covering said child at the time said expenses are incurred.

9. The husband agrees that in the event that the wife is not covered by Employee Health Benefits provided through her employer, that he will provide full health benefit coverage for said wife through the date of any final Divorce Decree granted the parties herein.

10. The parties hereto acknowledge that they own one (1) Video Recorder; and, the husband has agreed that he will regain possession of that Video Recorder from his brother and return it to the wife's possession within fifteen (15) days of the signing of this Agreement.

11. The parties, each agree to pay reasonable counsel fees incurred in connection with their separation and divorce. If a divorce proceeding is brough by either party against the other, the husband and wife shall be equally responsible for all court costs thereof, including Masters Fees.

12. 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 charges 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.

SAVING AND EXCEPTING THEREFROM, that "debt" of Two Hundred Fifty-Five Dollars ($255.00) due and payable to Stephen P. Bourexis, attorney for the wife, as the result of representation provided in regard to a Landlord/Tenant matter, resulting from a "lease" jointly entered into by the parties hereof. In regard to that "debt", each of the parties covenants and agrees to make payment of the sum of One Hundred Twenty-Seven Dollars and Fifty Cents ($127.50) respectively as payment in full of said "debt". Said payments shall be made to the respective attorney of the parties within fifteen (15) days of the signing of this Agreement and subsequently paid to the aforementioned attorney.

13. 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 agaihst 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 the Maryland Marital Property Act, Sections 8-201 through 8-213 of

the Family Law Article, Maryland Annotated Code, any amendments thereto, and any claim against the other or against his or her property be virtue of any future change of any law of this or any other state subsequent to the execution of this Agreement concerning material 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. Notwithstanding any provision contained in this paragraph to the contrary, either party may, by Last Will and Testament executed after the date of this Agreement, make such provision for the other in said Will that the Testator or Testatrix, as the case may be, may deem desirable, and the provisions of this paragraph shall not preclude the survivor of his or her personal representative from his or her entitlement to the bequest and/or devise specified in said Last Will and Testament.

14. Each party 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 fully force and effect tot he provisions of this Agreement.

15. 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 or any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

16. 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.

17. 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 personal representatives, successors and assigns, or any of them, whether so expressed or not.

18. With the approval of any Court of competent jurisidiction 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 personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

19. Each and every paragraph of this Agreement and each portion thereof, shall be considered to be severable from each and every other such 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 effect the validity or enforceability of any other paragraph or portion thereof in this Agreement.

20. Each party hereto declares that he or she has read the aforegoing Separation and Property Settlement Agreement, and that he or she understands his or her right to independent legal advice by counsel of his or her selection, that each fully understands the facts and understands 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.

The husband and wife further acknowledge that the wife is being represented by the Law Offices of Stephen P. Bourexis and that said Law Office represents only the wife and that he is currently represented by William O'Brien Finch, Jr., Esquire of BECK, HOLLMAN, HUGHES & FINCH, CHARTERED.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement the date first above written.

WITNESS:

(SEAL)
GREGORY LAMONT WEAVER

(SEAL)
DEBORAH SUE WEAVER

STATE OF MARYLAND)
COUNTY OF Carroll) TO WIT:
)

I HEREBY CERTIFY that on this 8th day of February, 198 , before me, the subscriber, a Notary Public in and for the State and County first above mentioned, personally appeared GREGORY LAMONT WEAVER, known to me or satisfactorily proven 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 aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and seal the date first above mentioned.

NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires:
July 1, 1986

STATE OF MARYLAND)
COUNTY OF Carroll) TO WIT:

I HEREBY CERTIFY that on this 26th day of February, 1985, before me, the subscriber, a Notary Public in and for the State and County first above mentioned, personally appeared DEBORAH SUE WEAVER, known to me or satisfactorily proven 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 aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to her act.

WITNESS my hand and seal the date first above mentioned.

NOTARY PUBLIC
My Commission Expires:
July 1, 1986

KEVIN MAURICE SWARTZBAUGH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
BETTY JO SWARTZBAUGH	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4006

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30TH day of July, 1987, that the Plaintiff, KEVIN MAURICE SWARTZBAUGH, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, BETTY JO SWARTZBAUGH; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby granted the care and custody of the minor child of the parties, namely, KEVIN MAURICE SWARTZBAUGH, JR. (born May 24, 1983) with the right on the part of the Plaintiff to visit with said child at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay to the Defendant as child support, the sum of Thirty Dollars ($30.00) per week, subject to the further order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

Filed July 30, 1987

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

PATRICIA M. KEENEY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
EARL JAMES KEENEY	*	CARROLL COUNTY
Defendant	*	Case No. CV3924

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

JUDGMENT OF DIVORCE

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

WHEREUPON, IT IS ORDERED this 30TH day of July, 1987, by the Circuit Court for Carroll County, that the Plaintiff, PATRICIA M. KEENEY, be and she is hereby granted an Absolute Divorce from the Defendant, EARL JAMES KEENEY; and it is further

ORDERED, that the Plaintiff, PATRICIA M. KEENEY, be and she is hereby granted the permanent care and custody of the minor child of the parties; and it is further

ORDERED, that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 17, 1986, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Divorce; and it is further

Filed July 30, 1987

ORDERED, that the Court costs in this proceeding be waived.

Luke K. Burns
JUDGE

PLAINTIFF'S EXHIBIT
CV3934
#1 - 6/6/87

VOLUNTARY SEPARATION

AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of January 1986, by and between Earl James Keeney, hereinafter referred to as "Husband", and Patricia M. Keeney, 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 3rd day of September, 1965 in the State of Maryland, County of Carroll.

WHEREAS as a result of the said marriage, there were three children born, namely: James Scott, November 5, 1965; David Lee, February 18, 1968; and Mark Allan, July 5, 1969.

WHEREAS certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 25th day of November, 1985 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.

NOW THEREFORE in consideration of the promises, 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 the 25th day of November, 1985, 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.

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 MINOR CHILDREN

The Wife shall have the care and custody of the minor children of the parties with the right to the Husband to reasonable visitation with the minor children.

SUPPORT OF MINOR CHILDREN AND WIFE

Husband agrees to maintain medical insurance on the Wife and children of the parties, for as long as said insurance is available through the Husband's employment. Husband further agrees to pay as incurred, all medical, dental, prescription, optical and orthodontal expenses of the minor children and the wife not covered by insurance.

Husband shall be generally responsible for the support of the Wife and minor children. Husband agrees to pay Wife a reasonable sum each month for herself and the minor children. Wife reserves any rights which she might have against the Husband for support of herself and the minor children.

DISPOSITION OF REAL PROPERTY

The Husband owns the real property known as 1733 Dennings Road, New Windsor, Maryland.

The Husband agrees that the Wife and minor children have the right to reside in the residence on the real property for as long as they wish. Husband agrees to pay all expenses in connection with the real property including but not limited to, utility bills, real estate taxes, homeowner's insurance, repairs and mortgage payments. If Wife needs any appliances or fixtures for the home, the Husband shall try to the best of his ability to provide them.

Husband and Wife agree that the real property shall not be sold or mortgaged or otherwise subjected to a lien without

consent of the other party. Husband and Wife further agree that the Wife shall have a 50% interest in said real property. In the event of a sale of the property, Wife shall be entitled to 50% of the proceeds therefrom.

In the event Husband desires to sell his interest in the real property, the Wife shall have the first option of purchasing the Husband's interest.

DISPOSITION OF PERSONAL PROPERTY

Each party shall retain any household furnishings or personal property in their possession.

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 MOTOR VEHICLES

The parties agree that all motor vehicles titled in either or both names shall be owned jointly, with each party having a 50% interest. The parties agree that the disposition of said vehicles shall be reserved for future determination.

OUTSTANDING OBLIGATIONS

Husband shall assume all responsibility for debts contracted by the parties, or either of them, up to the date of this Agrement.

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 annullment 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 affect the remaining terms and provisions hereof.

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, 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 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 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 not married.

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, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

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

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 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 four 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 endure 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:

Lisa Pickett — Earl James Keeney
EARL JAMES KEENEY

Lisa Pickett — Patricia M Keeney
PATRICIA M. KEENEY

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 17th day of January, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Earl James Keeney, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 17th day of January, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Patricia M. Keeney, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My commission expires on July 1, 1986.

LESLIE HAROLD RUSHTON	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LINDA L. RUSHTON	:	Carroll County
Defendant	:	Case No. CV 3983

JUDGMENT OF ABSOLUTE DIVORCE

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 30th day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Leslie Harold Rushton, be and he is hereby granted an Absolute Divorce from the Defendant, Linda L. Rushton; and

It is further ADJUDGED and ORDERED that the Stipulation between the parties be and it is hereby approved and made a part hereof, as follows:

1. That Plaintiff shall take over and pay the loan of the parties at First National Bank, Baltimore, Maryland, and that Plaintiff shall hold Defendant harmless from any and all liability regarding said account and shall indemnify Defendant for any loss she may suffer as a result of said loan.

2. That Plaintiff shall pay $2,500.00 in monthly installments of $88.00 each toward the outstanding loan at Commercial Credit, and Defendant shall pay the remaining balance of said loan, and each party shall make his or her payment direct to Commercial Credit. Presently, there is an approximate total of $3,800.00 outstanding on said loan. Also, each party agrees to hold harmless and indemnify the other as to the terms of this agreement.

Filed July 30, 1987

3. That Defendant shall return to Plaintiff all his clothes, record albums and grandfather's wall-papering tools in her possession.

4. That each party agrees to a mutual waiver of alimony.

5. That these stipulations finalize all claims between the parties.

It is further ORDERED that the name of the Defendant, Linda L. Rushton, be and the same is hereby changed to Linda Lou Miller, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Complaint filed in Case No. CV 3899 in the Circuit Court for Carroll County, be and it is hereby dismissed; and

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

Luke K. Burns
Judge

BETTE JEANE BORGEALT	:	In the
Plaintiff	:	Circuit Court
vs	:	for
BRIAN JOSEPH BORGEALT	:	Carroll County
Defendant	:	Case no. CV 2053

JUDGMENT OF ABSOLUTE DIVORCE

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 31st day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Bette Jeane Borgealt, be and she is hereby granted an Absolute Divorce from the Defendant, Brian Joseph Borgealt; and

It is further ADJUDGED and ORDERED that the Defendant, Brian Joseph Borgealt, be and he is hereby awarded the guardianship and custody of Shawn R. Borgealt, the minor child of the parties hereto, with the right unto the Plaintiff, Bette Jeane Borgealt, 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, Bette Jeane Borgealt, be and she is hereby charged generally for the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated September 4, 1986, 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

Filed August 3, 1987

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

Luke K. Burns
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 4th day of September, Nineteen Hundred and Eighty-Six, by and between BRIAN JOSEPH BORGEALT, whose present mailing address is 3535 Carrollton Road, Westminster, Maryland 21157, hereinafter called "Husband", and BETTE JEANNE BORGEALT, whose present mailing address is 435 Sullivan Road, Westminster, Maryland 21157, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by civil ceremony in Baltimore County, State of Maryland, on March 20, 1970.

The parties have mutually agreed to voluntarily separate and did so on November 19, 1985, 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 of 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 November 19, 1985.

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.

Pl. Exhibit No. 1

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 liabilites 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, SHAWN R. BERGEALT, born February ~~20~~ 26th, 1971, shall be and remain with the Husband.

SUPPORT OF MINOR CHILD

(6) The Wife shall be charged generally with the support of said minor child.

MINOR CHILD'S MEDICAL EXPENSES

(7) Husband shall be solely responsible for all medical expenses of the minor child.

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.

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.

MEDICAL EXPENSES FOR WIFE

(10) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(11) 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

(12) The Plymouth 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 of $-0- 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 Husband as the result of said obligation.

The 1986 Ford 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 of $ 9,900.00 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 Wife as the result of said obligation.

REAL ESTATE

The parties own as tenants-by-the-entireties certain improved real estate situated at 3535 Carrollton Road, Hampstead , Carroll County, Maryland, more fully described among the Land Records of Carroll County in Liber No. _____, Folio _____.

The parties agree to determine the equity in the house by fixing its fair market value at Sixty-Five Thousand Dollars ($65,000.00) and deducting therefrom the principal balance of the outstanding mortgage to Carroll County Bank and Trust Company, after application of the May 7, 1986 payment.

Wife agrees to convey to Husband all of her right, title and interest in and to said property in exchange for the payment to her by Husband of one-half of the equity as determined by the procedure set out above. Upon said conveyance to him by Wife, Husband agrees to assume the outstanding mortgage against said property as his sole and separate obligation and to thereafter indemnify and hold Wife harmless from any and all liabilities arising out of said mortgage.

Should Husband be unable to arrange financing to fund his purchase of Wife's interest in said property within sixty (60) days of the date of the execution hereof, the property shall be listed for sale and the net proceeds divided equally.

Wife agrees to contribute to the costs incurred, if required by lender, to render the private water system sufficient to meet the Carroll County Health Department potability standards (1) 25% of said costs if Husband buys her interest, or (2) 50% if the property is sold to some third party.

Pending disposition of the property, Husband shall reside there and assume as his sole and separate expenses the outstanding mortgage payment, hazard insurance and real estate taxes.

The parties agree that Two Thousand Dollars ($2,000.00) of the payment to Wife shall be deferred until January 15, 1987, and an additional Two Thousand Dollars ($2,000.00) shall be deferred for payment until January 15, 1988.

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 that Husband shall assume responsibility for and pay all joint debts as they existed on May 7, 1986.

OTHER MARITAL PROPERTY

The parties acknowledge as other marital property the following:

(i) Baltimore Gas and Electric Company thrift plan in which Husband is enrolled. Wife will release all claims to said thrift plan in exchange for payment to her of $550.00 by Husband.

(ii) Baltimore Gas and Electric Company stock titled in Husband's name in the amount of 322.94 shares, having a current agreed upon value of $9,163.42. Wife will release all claims to said stock in exchange for payment to her of $4,581.71 by Husband.

(iii) Baltimore Gas and Electric Company pension benefit to which Husband is entitled. The parties agree that Wife shall be entitled to a portion of Husband's retirement benefit from said pension as, if and when received, and said portion shall be determined by this formula:

$$\frac{\text{Years of Marriage}}{\text{Years of Husband's Employment}} \times \text{Payment}$$

WAIVER OF RIGHTS

(1) 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 the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and 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

(15) 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

(16) 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

(17) 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.

(18) 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

(19) 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.

INTERPRETATION

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

VOLUNTARY EXECUTION

(21) 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 4th day of September, Nineteen Hundred and Eighty-Six.

Ed T. Steffy Jr.
WITNESS

Brian Joseph Borgealt (SEAL)
BRIAN JOSEPH BORGEALT

Eleanor C. Jewler
WITNESS

Bette Jeanne Borgealt (SEAL)
BETTE JEANNE BORGEALT

STATE OF MARYLAND, ~~COUNTY OF CARROLL~~ City of Baltimore, to-wit:

I HEREBY CERTIFY that on this 4th day of September, 1986, before me, the subscriber, a Notary Public in and for the State and ~~County~~ City aforesaid, personally appeared BRIAN JOSEPH BORGEALT, 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.

Ed T. Steffy Jr.
Notary Public - Commission Expires 7/1/86

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

I HEREBY CERTIFY that on this 4 day of September, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BETTE JEANNE BORGEALT, 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.

Eleanor C. Jewler
Notary Public - Commission Expires 7/1/86

RICHARD W. TERRILL	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MICHELLE W. TERRILL	:	Carroll County
Defendant	:	Case No. 20314 Equity

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 30th day of July, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Richard W. Terrill, be and he is hereby granted an Absolute Divorce from the Defendant, Michelle W. Terrill; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated June 13, 1984 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 and ORDERED that the Plaintiff, Richard W. Terrill, and the Defendant, Michelle W. Terrill, be and they are hereby awarded joint guardianship and custody of Shaun L. Terrill and Jesse J. Terrill, the minor children of the parties hereto, as set out in ITEM 11 of said Agreement, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that Plaintiff and Defendant shall have the right of visitation with said children and that Plaintiff shall pay Defendant child support, all in accordance with the provisions of ITEM 11 of the Agreement, subject to the further Order of this Court; and

Filed July 30, 1987

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Luke K. Burns
Judge

VOLUNTARY SEPARATION AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 13th day of June, 1984, by and between MICHELLE W. TERRILL of Carroll County, Maryland, hereinafter referred to as "Wife", and RICHARD W. TERRILL of Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a civil ceremony on April 7, 1972, in Baltimore City, Maryland. There were two children born to the parties during their marital union, to wit: Shaun L. Terrill, born October 13, 1972, and Jesse J. Terrill, born October 13, 1972.

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 the date of this Agreement, 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

Pl. Exhibit No. 1

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 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 divided all items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of personalty listed on Schedule A attached hereto and made a part hereof shall be the sole property of Wife free from any claim thereto by Husband. All other items of personalty jointly or solely owned by the parties shall be the sole property of Husband free from any claim thereto by wife.

ITEM ELEVEN: The parties agree that they shall have the joint care and custody of their minor children. The parties enter this joint or shared custody arrangement acknowledging that it is in their children's best interest to have maximum contact with both parents and that both parents should have an equal say in decisions concerning the health, education and welfare of the children. Neither party shall take any unreasonable action so as to impair the other party's equal right to access to the children. Both parties shall have full visitation rights with the children and each shall cooperate with the other to avoid any conflict in the exercise of their respective visitation rights. Unless otherwise arranged by mutual agreement between the parties, the minor children of the parties shall reside with and be in the care of each of the parties in accordance with the following schedule: (a) The minor children shall reside with and be in the care of the Wife for one-half (1/2) of the school summer vacation; on alternating weekends during the remainder of the year; and

on alternating major holidays, the term "major holidays" being defined as Thanksgiving, Christmas, and Easter, and (b) At all other times, the minor children shall reside with and be in the care of the Husband.

Husband agrees to provide medical insurance covering each of the minor children and Husband shall pay the cost of any hospitalization, prescriptions, dental bills, or any other medical expense of each of the minor children not covered by insurance. Each of the parties shall pay all expenses (including but not limited to food, clothing, shelter, school expenses, and transportation) incurred in connection with having the minor children with him or her in accordance with the joint custody schedule as set forth in this ITEM. Additionally, the parties agree that Husband shall pay unto Wife the sum of Thirty Dollars ($30.00) per week per child (for a total of $60.00 per week) toward the support and maintenance of the minor children for those full weeks that the children are residing with and in the custody of Wife during the school summer vacation.

ITEM TWELVE: The parties agree that Husband shall provide and maintain, for the benefit of Wife, insurance with benefits greater than or equal to the Blue Cross and Blue Shield health and prescription coverage and United Optical Plan currently provided to Wife through Husband's employment at the Baltimore City Public Schools until the later of one (1) year from the date of this Agreement or until such time as the parties are divorced a vinculo matrimonii.

Additionally, Husband shall pay, on behalf of Wife, the tuition cost of the educational course she will be taking at the Catonsville Community College during the fall of 1984, not to exceed six (6) credit hours.

Still further, Husband shall pay the premium on the car insurance due in June, 1984, which shall cover Wife and her

automobile for a period of six months.

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

ITEM FOURTEEN: 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:

Diane H. Simmons — Michelle W. Terrill (SEAL)
MICHELLE W. TERRILL

Ralph Lebsack — Richard W. Terrill (SEAL)
RICHARD W. TERRILL

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 12th day of June, 1984, before me, a Notary Public in and for the State and County aforesaid, personally appeared MICHELLE W. TERRILL, 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.

Diane H. Simmons
Notary Public

My Commission Expires: 7/1/86

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 15th day of June, 1984, before me, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD W. TERRILL, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.

Ralph Lebsack
Notary Public

My Commission Expires: 7/1/86

RALPH LEBSACK NOTARY PUBLIC Carroll Co. Md.

SCHEDULE A

1. Pioneer Stereo System
2. Couch
3. Oak Table
4. Wood Carved Coffee Table and End Table
5. Personal Items (Paintings, Books, Records, Clothing)
6. 1981 Dodge Omni (Title to be put in Wife's name within 30 days from the date of this Agreement)

MMG/kac 7/31/87

WILLIAM ABBOTT	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
KAY ABBOTT	*	CARROLL COUNTY
Defendant	*	MARYLAND
	*	Case No. CV1973

* *

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of August, 1987, that the Plaintiff, WILLIAM ABBOTT, be and he is hereby absolutely divorced from his wife, the Defendant, KAY ABBOTT; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Marital Settlement Agreement between the parties dated July 30, 1987, and filed in this case be and the same are hereby incorporated, but not merged, herein and made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD
AUG 4 4 45 PM '87
dh
LARRY W. BOSLEY CLERK

Luke K. Burns
JUDGE

MMG/kac 7/29/87

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of July, 1987, by and between KAY ABBOTT, hereinafter called "Wife", party of the first part, and WILLIAM ABBOTT, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 11, 1977, in Carroll County, Maryland and no children were born to them as a result of the marriage.

On July 3, 1985, 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 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.

PENGAD-Bayonne, N. J.
PLAINTIFF'S EXHIBIT
1
7/30/92
MJM

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 3, 1985, 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. The parties covenant and agree that they have satisfactorily divided their personal property and that each party hereby transfers and assigns unto the other all of his or her respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which each has in his or her respective possession. Specifically, Wife shall be entitled to retain the personal property located in the marital home. Husband shall be entitled to retain the John Deere garden tractor, other tools and garden equipment and all other personal property now in his possession.

4. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1980 Chevrolet pick-up truck and the 1981 Oldsmobile which are titled in the joint names of the parties. Wife shall 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. Husband shall pay the costs, if any, for the transfer of title to said vehicles.

5. The parties own two burial lots which are titled in their joint names. Husband hereby transfers to Wife all of his right, title and interest in and to said burial lots. Husband shall execute such documents as may be necessary or proper to allow Wife to have said burial lots titled in her name alone. Wife shall pay the costs, if any, for the transfer of title.

6. The parties own as tenants by the entireties the real property known as 2508 Karen Way, Westminster, Maryland. Husband shall convey to Wife all of his right, title and interest in and to said property and Wife shall pay unto Husband the sum of Fifteen Thousand Dollars ($15,000.00) as consideration therefor. Settlement shall occur within thirty (30) days from the date of this Agreement. Wife shall have prepared at her expense a Deed of conveyance and such other documents which may be necessary to effectuate said conveyance and Husband shall execute such documents at settlement. Wife shall be solely responsible for the payment of all other settlement and recordation costs, including documentary stamps and transfer taxes, if any. Wife further agrees that she shall assume and regularly pay the existing mortgages to Union National Bank and Household Finance. Wife shall indemnify and hold Husband harmless from all liability in connection with said mortgages as well as any other liens, charges, debts, obligations, bills, accounts of every kind and description which have been or may be incurred in connection with

said property. Husband's right of indemnification under this paragraph shall include the payment by Wife of all expenses, including Court costs and attorney's fees, which he may incur as a result of Wife's failure to assume and pay said obligations. Said right of indemnification shall further include payment by Wife of all expenses, including Court costs and attorney's fees, which Husband may incur should it become necessary to bring an action against Wife to enforce his right of indemnification under the terms of this paragraph.

7. At settlement, Wife shall tender to Husband the additional sum of Five Thousand Dollars ($5,000.00) which shall be deposited in an interest-bearing account registered in the names of Michael M. Galloway and William L. Kirk, agents for William Abbott and Kay Abbott. Husband shall be entitled to retain all interest earned on said account. Said sum shall be paid by Wife to Husband in consideration of Husband's assumption and payment of the following accounts which total approximately $5,000.00: (a) J.C. Penney; (b) Whirlpool (Kegel's); (c) Choice; (d) CitiBank MasterCard; (e) CitiBank Visa; (f) Equitable Bank; (g) Montgomery Wards. Husband shall assume all liability for the payment of these accounts and shall make regular monthly payments which shall not be less than the minimum payment as reflected on the monthly statement. The funds in the above-mentioned account shall be disbursed to Husband as the above obligations are paid and satisfied. Alternatively, Husband may provide to Wife a statement from any of the listed creditors which either releases Wife from all liability in connection with said account or states that she is not obligated

on said account. It is the parties' intention that the balance in the interest-bearing account shall be at least equal to the total of the balances of the above listed obligations. As these balances are reduced, satisfied or (as to Wife) released, Husband shall be entitled to a pro rata disbursement from the account. Husband shall indemnify and save Wife harmless from any and all liability in connection with the above obligations. Wife's right of indemnification under this provision shall include the payment by Husband of all expenses, including Court costs and attorney's fees, which Wife may incur as a result of Husband's failure to pay said obligations. Said right of indemnification shall further include payment by Husband of all expenses, including Court costs and attorney's fees, which Wife may incur should it become necessary to bring an action to enforce her right of indemnification under this provision.

8. At settlement Wife shall deliver to Husband all credit or charge cards in her possession upon which Husband's name appears or for which Husband has any liability.

9. 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.

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

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

12. At settlement Wife shall deliver to Husband any and all records, receipts, returns and correspondence pertaining to any joint tax return filed by the parties.

13. 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, Family Law Article, Sections 8-201 through 8-213, 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.

14. 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.

15. 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 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 personal property described. 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.

16. 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, but not merged, 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.

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

18. 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.

19. No provision of this Agreement shall be interpreted or construed for or against any party hereto by reason that said party or his or her legal representative drafted all or any part thereof.

20. 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: _____ Kay Abbott (SEAL)
KAY ABBOTT

Witness: Michael M. Galloway _____ William Abbott (SEAL)
WILLIAM ABBOTT

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this _____ day of July, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared KAY ABBOTT, 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

My Commission Expires:

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 29th day of July, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM ABBOTT, 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.

MICHAEL M. GALLOWAY NOTARY PUBLIC CARROLL CO., MD.

Michael M. Galloway
Notary Public

My Commission Expires: 7/1/90

JEANETTE BOSSOM SHAUGHNEY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
FRANCIS DUVALL SHAUGHNEY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4025

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of August, 1987, that the Plaintiff, JEANETTE BOSSOM SHAUGHNEY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, FRANCIS DUVALL SHAUGHNEY; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 18, 1986 and filed in this case 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.

Luke K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
Aug 4 4 49 PM '87
alh
LARRY W. SHIPLEY CLERK

THIS AGREEMENT, made this 18th day of June, 1986, by and between JEANNETTE BOSSOM SHAUGHNEY, hereinafter called "Wife", party of the first part, and FRANCIS DUVALL SHAUGHNEY, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 18, 1956, in Sykesville, Carroll County, Maryland. Two children were born to them as a result of the marriage; namely, STEVEN MARK SHAUGHNEY and MICHAEL DONOVAN SHAUGHNEY, both of whom are emancipated.

On November 16, 1985, 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 interests 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.

Pg #1
7/21/89

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 November 16, 1985, 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. 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 and maintenance, whether past, present or future.

4. Husband agrees to carry and keep in force Connecticut General and dental insurance on the Wife until the date of any Judgment of Divorce that may be entered between the parties hereto and until that time and in consideration thereof Wife agrees to continue to carry Husband as a participant on Wife's cancer insurance policy with R. K. Tongue Company.

5. Husband and Wife shall be entitled to retain those items of household furniture and other personal property now in their possession as previously agreed upon by the parties as well as all of their respective clothing, jewelry and personal effects and in this respect, each party hereby transfers and assigns unto the other all of their respective right, title and interest in and to such household furniture and other personal property in accordance with said distribution.

All duplicate keys to the residences and automobiles of the parties hereto shall be returned to the respective party retaining the respective residences and automobiles.

Husband and Wife own as tenants by the entireties, four (4) burial lots at Lakeview Cemetery and with respect thereto, Husband and Wife agree to divide equally those lots and to each bear one-half (1/2) the cost of the transfer of said lots.

6. Wife shall be entitled to retain as her sole, separate and individual property the 1979 Ford Fairmont automobile which is titled in the name of the said Wife.

7. Husband shall be entitled to retain as his sole, separate and individual property the 1984 Ford Ranger pickup truck which is titled in the name of the said Husband.

8. Husband and Wife acknowledge and agree that each of the parties shall own, have and enjoy, independently of any claim, right, title or interest of the other party, those funds now on deposit in their name alone, whatsoever and wheresoever situate, which are now held by him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if she or he were unmarried.

9. Upon execution of this Agreement, Wife agrees that all right, title and interest in and to all that land with improvements thereon now known as 7568 Braemar Court, Sykesville, Carroll County, Maryland, shall be Husband's with no claim by Wife. Said residence is currently titled in the name of Francis D. Shaughney as evidenced by a Deed dated November 11, 1985, and recorded among the Land Records of Carroll County in Liber 924, folio 421.

10. Husband shall be obligated to personally pay all obligations and accounts incurred by him prior to the execution of this Agreement and Husband agrees to indemnify Wife and hold her harmless for any claim or claims made or arising thereunder.

11. Wife shall be obligated to personally pay all obligations and accounts incurred by her prior to the execution of this Agreement and Wife agrees to indemnify Husband and hold him harmless for any claim or claims made or arising thereunder.

12. 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.

13. Husband and Wife covenant and agree that each shall pay one-half (1/2) of the attorney's fees arising out of preparation of this Separation Agreement. In any subsequent divorce action should one of the parties later bring a Complaint for divorce against the other, the parties agree that they shall pay their own attorney's fees and court costs related to said divorce.

14. The parties agree to file separate income tax returns commencing with the year 1986 and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions.

15. Each party has carefully considered the future projected income, financial resources, contributions to the marriage, and liabilities and expenses of himself or herself and of the other, and with that in mind, the parties mutually release, waive, surrender and assign to the other, his or her right, title, claim or interest, direct or indirect, to any pension and/or retirement funds which the parties are currently receiving from the State of Maryland. Wife further agrees to sign a Waiver of Survivor Annuity benefits form from Husband's employer, Johns Hopkins University Applied Physics Lab.

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, Family Law Article, Sections 8-201 through 8-213, 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.

17. 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, 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.

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 Judgment 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 Judgment, 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 said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

19. 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, having been afforded the opportunity to seek 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.

20. 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.

21. 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: _____ JEANNETTE BOSSOM SHAUGHNEY (SEAL)

Witness: _____ FRANCIS DUVALL SHAUGHNEY (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of May, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JEANNETTE BOSSOM SHAUGHNEY and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

Carol A. Wear
Notary Public

My Commission Expires: 7/1/86

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of ~~May~~ JUNE, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANCIS DUVALL SHAUGHNEY and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Bernard C. McDougall
Notary Public

My Commission expires 7-1-86

THOMAS EUGENE WALSH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MAUREEN E. WALSH	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3992

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of August, 1987, that the Plaintiff, THOMAS EUGENE WALSH, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MAUREEN E. WALSH; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, HEIDI BETH WALSH (born November 10, 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, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of One Hundred Thirty Dollars ($130.00) per month, which payment is subject to the further Order of this Court and subject to the following provisions of law:

Filed August 4 1987

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated March 10, 1986 and filed in this case 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.

Luke K. Burns
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 10th day of March 1986, by and between THOMAS EUGENE WALSH, of Carroll County, Maryland, herein called "Husband", and MAUREEN E. WALSH, 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 December 28, 1976, 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 from the date of this Agreement, and that said parties do hereby voluntarily 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 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:

CHILDREN

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

Pla # 7/21/89

That the care, custody and control of the child born of this marriage, namely, Heidi Beth Walsh, born November 10, 1976, 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 $130.00 per month for the support and maintenance of the child for each month the child is in the custody of wife until the child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

It is agreed by and between the parties that husband will maintain his existing or a similar health insurance program for the benefit of the minor child as long as he is employed by Lippy Brothers, Inc., until such time as he is no longer obligated for the support of the child as above set forth. It is further agreed by and between the parties that husband will be responsible for all uninsured medical expenses incurred on behalf of the minor child. Medical expenses, for purposes of this Agreement, are defined to include, but not be limited to, dental and optical expenses.

Husband shall keep in full force and effect, at his expense, a life insurance policy insuring his life in the minimum amount of $100,000.00 and shall designate wife as Trustee Beneficiary for and on behalf of Heidi Beth Walsh, the infant child of the parties. The purpose of this provision is to establish a fund of money for the support and maintenance of the said Heidi Beth Walsh should husband die prior to the said Heidi Beth Walsh reaching the age of eighteen (18) years, marrying, becoming self-supporting or dying, whichever shall first occur. Husband shall maintain said life insurance policy in full force and effect until such time as he is no longer obligated for the support and maintenance of said child as set forth above.

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

It is agreed by and between husband and wife that husband will be allowed to take Heidi Beth Walsh as a dependent for the purposes of his State and Federal Income Tax Returns. It is further agreed that wife will cooperate with husband by providing to him upon request each year the necessary waiver form to be filed with his income tax return or returns necessary to establish the child as his deduction.

Wife has a child by a prior marriage, to wit: Holly Gail Walsh and although this child's last name was changed to Walsh, husband has no responsibility or obligation of maintaining or supporting said child. Therefore no provision for the said Holly Gail Walsh will be made in this Agreement.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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, except as herein provided.

Notwithstanding the provisions set forth above, husband will transfer, convey and assign unto wife within fifteen (15) days of the date of the final execution of this Agreement all of his right, title and interest in and to the following personal property:

A. 1979 Malibu Stationwagon;

B. 1986 Yamaha Snowmobile;

C. All personal items, kitchen items, furniture and furnishings that wife brought into the marriage;

D. Savings account #139-5373-2 at the First National Bank of Maryland, Hampstead, Maryland, in the approximate amount of $1,900.00.

Nothwithstanding the provisions set forth above wife, will transfer, convey and assign unto husband, within fifteen (15) days of the date of final execution of this agreement, all of her right, title and interest in the following property:

A. Real estate consisting of 17.693 acres of land, more or less, lying and being on the southeast side of Shiloh Road in the Eighth Election District of Carroll County, Maryland, owned jointly by husband and wife and known as 3415 Shiloh Road, Hampstead, Carroll County, Maryland, with improvements thereon, which real estate is further described in a Deed from Arthur R. Walsh and Susie R. Walsh, his wife, dated May 25, 1977 and recorded among the Land Records of Carroll County in Folio CCC Book 663, at page 639 et seq. and also described in a Deed dated December 21, 1978 and recorded among the Land Records of Carroll County in Liber LWS Book 729 at page 143 et seq. Husband agrees to pay any and all reasonable and necessary costs of the preparation and recording of this Deed.

B. All remaining household goods, personal property, furniture and furnishings located at 3415 Shiloh Road, Hampstead, Carroll County, Maryland;

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

C. Checking account #157-8216-4 at First National Bank of Maryland in the approximate amount of $38,000.00;

D. Savings account #122-6518-7 at Carroll County Bank and Trust Company, Westminster, Carroll County, Maryland, in the approximate amount of $9,500.00;

E. Checking account #118-9993-9 at Carroll County Bank and Trust Company, Westminster, Carroll County, Maryland, in the approximate amount of $1,200.00;

F. Certificate of Deposit #10-0212604 at Baltimore Federal Savings and Loan Association, Westminster, Maryland, in the approximate amount of $13,000.00.

Husband agrees to pay to wife at such time as this agreement is signed by her the cash sum of Four Thousand Dollars ($4,000.00) as a monetary award.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself provided however, that husband agrees to maintain his present health insurance program, which he receives through his employer, Lippy Brothers, Inc., for and on behalf of wife until such time as the parties are absolutley divorced.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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 in her individual capacity.

Husband agrees to pay when due, assume full liability for and save wife harmless on account of any and all monies owed his mother, Mrs. Susie Rebecca Walsh, for the purchase of the real estate above described. Said debt is in the approximate amount of Six Thousand Dollars ($6,000.00).

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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) Law of Md., including but not limited to any claim to use and posession 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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,

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees 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 party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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.

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 apppoint 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 convenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has had the opportunity to secure the advice of independent counsel and that each signs this agreement freely

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

and voluntarily, having had the opportunity to act 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. Wife understands that William R. MacDonald, Attorney at Law, Westminster, Maryland, represents husband in this matter and in no way represents her or has given her any advice in this case. Wife further understands that she is entitled to consult with her own attorney for advice concerning the signing of this agreement and has either sought the advice of independent counsel or knowingly and intelligently waives her right to seek independent counsel in this case.

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

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

WITNESS:

Diana R Albert — Thomas Walsh (SEAL)
THOMAS EUGENE WALSH

Judy G. Tauney — Maureen E. Walsh (SEAL)
MAUREEN E. WALSH

STATE OF MARYLAND)
)TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 10th day of March, 1986, the above-named THOMAS EUGENE WALSH personally appeared before me 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 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.

Diana R. Albert
Notary Public
My Commission Expires: July 1, 1986

STATE OF MARYLAND)
)TO WIT:

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 27th day of February, 1986, the above-named MAUREEN ELIZABETH WALSH personally appeared before me 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 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.

BEVERLY A. MARTIN NOTARY PUBLIC CARROLL CO.

Beverly A. Martin
Notary Public
My Commission Expires: 7-1-86

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

JUDY ANN BOONE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
RONALD WILLIAM BOONE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3987

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of August, 1987, that the Plaintiff, JUDY ANN BOONE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, RONALD WILLIAM BOONE; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
Aug 4 4 49 PM '87
LARRY W. SHIPLEY CLERK

TERRI A. STRINE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DONALD M. STRINE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3789

JUDGMENT OF DIVORCE

The case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of August, 1987, that the Plaintiff, TERRI A. STRINE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DONALD M. STRINE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated April 2, 1986 and filed in this case 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.

Luke K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
Aug 4 4 49 PM '87
LARRY W. SHIPLEY CLERK

RECEIVED FEB 0 4 1987

VOLUNTARY SEPARATION AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 2 day of APRIL, 1986, by and between TERRI A. STRINE of Finksburg, Carroll County, Maryland, hereinafter referred to as "Wife", and DONALD R. STRINE of Westminster, Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on October 15, 1976, in Carroll County, Maryland. There were no children born to the parties during their marital union.

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 promises 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 February 5, 1986 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 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 promises 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 promises 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: The parties agree that each shall be responsible for paying his or her own 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 full, 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 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 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.

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 or having been advised of his or her right to seek the advice of independent counsel with respect thereto, 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 any 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.

Ruth Ulbeson — Terri A. Strine (SEAL)
TERRI A. STRINE

Sam J. Hyfman — Donald M. Strine (SEAL)
DONALD M. STRINE

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 18th day of March, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared TERRI A. STRINE, 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 statement 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.

Ruth Ulbeson
Notary Public

My Commission Expires: ~~3-18-86~~
7-1-86

STATE OF MONTANA, Missoula COUNTY, to wit:

On this 02 day of April, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared DONALD M. STRINE, 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.

K D Brewer
Notary Public

My Commission Expires:
NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires October 25, 1988

LINDA R. CLARK	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES R. CLARK	:	Carroll County
Defendant	:	Case No. CV 4015

JUDGMENT OF ABSOLUTE DIVORCE

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 4th day of August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Linda R. Clark, be and she is hereby granted an Absolute Divorce from the Defendant, James R.Clark; and

It is further ADJUDGED and ORDERED that the Plaintiff, Linda R. Clark, be and she is hereby awarded the guardianship and custody of Jason Thomas Clark, Stephen James Clark, and Jessica Linda Clark, the minor children of the parties hereto, with liberal rights of visitation with the children for Defendant at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of $50.00 per week per child, for a total of $150.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

Filed August 4 1987

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated January 10, 1986 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 name of the Plaintiff, Linda R. Clark, be and the same is hereby changed to Linda Rose Anders, her maiden name before her marriage to the Defendant, James R. Clark, and

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

Luke K. Burns
Judge

1526 NORTH MAIN ST.
HAMPSTEAD, MARYLAND 21074

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 10th day of January, Nineteen Hundred and Eighty-six, by and between JAMES RICHTER CLARK, whose present mailing address is 4022 Balfern Avenue, Baltimore, Maryland 21213, hereinafter called "Husband", and LINDA ROSE CLARK, whose present mailing address is 2909 Tulip Way, Manchester, Maryland 21102, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Harford County, State of Maryland, on the 1st day of September, 1972.

The parties have mutually agreed to voluntarily separate and did so on December 2, 1985, 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 December 2, 1985.

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

Pl. Exhibit No. 1

[illegible] and be [illegible] 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.

CARE AND CUSTODY OF
MINOR CHILDREN

(4) The care and custody of the minor children born of this marriage; namely, JASON THOMAS CLARK, born November 23, 1978, STEPHEN JAMES CLARK, born July 8, 1980, and JESSICA LINDA CLARK, born September 7, 1984, shall be with and remain with the Wife.

VISITATION

(5) 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.

FAMILY HOME

(6) The parties own, as tenants by the entireties, the real property and improvements known as 2909 Tulip Way, Manchester, Maryland 21102. For the period of one year from the date of this Agreement, Wife shall have exclusive use and possession of the family home.

During this period of Wife's use and possession, Husband shall assume responsibility for the payment of the mortgage on the family home held by Chesapeake Federal Savings & Loan, as well as the real property taxes, home owner's insurance, gas and electric, telephone, and water and sewer expenses incurred during that period. Husband shall indemnify and hold the Wife harmless from any claim or actions filed against her as a result of said obligations.

At the expiration of the Wife's use and possession, Husband shall convey unto Wife all of his right, title and interest in and to the said family home. Wife shall then assume responsibility for the payment of those expenses listed in the preceding paragraph, and will indemnify and hold the Husband harmless from any claim or actions filed against him as a result of said obligations.

SUPPORT OF MINOR CHILDREN

(7) During the period of Wife's use and possession, Husband shall pay unto the Wife the sum of SEVENTY DOLLARS ($70.00) per week as child support for all of the children. Commencing at the expiration of said period of use and possession, Husband shall pay unto the Wife the sum of FIFTY DOLLARS ($50.00) per week, per child. In respect to each 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 CHILDREN'S MEDICAL EXPENSES

(8) During the period of Wife's use and possession of the Family Home, Husband shall be responsible for all medical expenses of the minor children. Thereafter, the parties shall share evenly in all medical expenses for the children which are not covered by insurance. Husband shall maintain his present medical insurance for the benefit of the minor children for so long as he is entitled to do so or until the youngest said child attains the age of 18 years, whichever shall last occur.

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.

MEDICAL EXPENSES FOR WIFE

(10) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(11) Husband shall be sole owner of the stereo. Wife shall be sole owner of all other personal property, household appliances and chattels presently located in the Family Home.

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

(12) The 1981 Toyota automobile presently titled in both names shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he 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 1971 Volkswagen Beetle 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 she may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate.

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.

INSURANCE AND TAX MATTERS

(15) Husband shall maintain existing policies of insurance on the lives of himself and the Wife for the period described in paragraph 7 hereof, and he shall assume responsibility for the payment of all premiums on said insurance during that period.

Husband shall be entitled to claim all of the minor children as exemptions for income tax purposes, and shall pay the Wife the sum of ONE THOUSAND DOLLARS ($1,000.00) per year out of his tax refunds, for each year in which he claims any or all of the children on his tax returns.

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 the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and 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

(17) Husband shall pay unto the Wife's attorney, JoAnn Ellinghaus-Jones, the sum of ONE HUNDRED FIFTY DOLLARS ($150.00) for the preparation of this Agreement. Husband further agrees to pay all court costs and attorney fees arising out of any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other, as well as any court costs and attorney fees incurred by Wife in any proceeding brought by her to enforce this Agreement or any term hereof.

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

Conditioned, 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.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(19) 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

(20) 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.

INTERPRETATION

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

VOLUNTARY EXECUTION

(22) 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 10th day of January, Nineteen Hundred and Eighty-Six

Diane L Dubary — James Richter Clark (SEAL)
WITNESS — JAMES RICHTER CLARK

Robyn E. Schaefer — Linda Rose Clark (SEAL)
WITNESS — LINDA ROSE CLARK

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

I HEREBY CERTIFY that on this 10th day of January, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES RICHTER CLARK, 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.

Audrey L. Ballard
Notary Public - Commission Expires 7/1/86

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

I HEREBY CERTIFY that on this 10th day of January 1986 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LINDA ROSE CLARK, 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.

ROBYN E. SCHAEFER NOTARY PUBLIC CARROLL CO., MD.

Robyn E. Schaefer
Notary Public - Commission Expires 7/1/86

SHIRLEY MAE McKINNEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES WILBUR McKINNEY	:	Carroll County
Defendant	:	Case No. CV 3759

JUDGMENT OF ABSOLUTE DIVORCE

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 4TH day of August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Shirley Mae McKinney, be and she is hereby granted an Absolute Divorce from the Defendant, James Wilbur McKinney; and

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

Luke K. Burns
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO. MD
AUG 4 4 48 PM '87
LAURA A. BAILEY

EDWARD O. PETRY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ANITA A. PETRY	:	Carroll County
Defendant	:	Case No. CV 2328

JUDGMENT OF ABSOLUTE DIVORCE

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 4TH day of August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Edward O. Petry, be and he is hereby granted an Absolute Divorce from the Defendant, Anita A. Petry; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated May 22, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that Edward O. Petry, Plaintiff, and Anita A. Petry, Defendant be and they are hereby denied alimony by reason of their express waivers thereof pursuant to said Agreement;

And it is further ORDERED that this is a qualified Domestic Relations Order in that the parties have agreed as set forth in their Separation Agreement dated May 22, 1987 in Paragraph 5, which is incorporated herein, and it is, therefore, ORDERED that in accordance with the Uniformed Services Former Spouses' Protection Act (USFSPA), as from time to time amended, that the Defendant is to receive fifty per cent (50%) of the military pension, and that

Filed August 4 1987

the Defendant is to receive full Survivor Benefit Plan (SBP) benefits and all other privileges relating to the Uniformed Services Identification and Privilege Card, and Defendant is to receive all other benefits and entitlements including, but not limited to, full health and medical care, insurance and protection, SBP benefits and the Uniformed Services Identification and Privilege Card, for the remainder of Defendant's life and that Plaintiff, as agreed in the Voluntary Separation and Property Settlement Agreement dated May 22, 1987, shall execute all appropriate documents and papers and to provide all necessary information required to effectuate these benefits, and to cooperate fully to secure said benefits, entitlements and privileges for Defendant. This Order does not require the military pension plan or other entitlements or benefits as set forth in the Voluntary Separation and Property Settlement Agreement, which is incorporated herein, to provide any type or form of benefit, or or any option not otherwise provided for under the respective plans or benefits; and

It is further ORDERED that the Counter Claim filed in this cause be and it is hereby dismissed; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Rule K. Burns
Judge

VOLUNTARY SEPARATION AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 22nd day of MAY, 1987, by and between Anita A. Petry, ("Wife") and Edward O. Petry, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on November 3, 1951, in Carroll County, Maryland. Two children were born to them as a result of their marriage, and both children are emancipated. Differences have arisen between the parties and they are now and have been since January 20, 1984, 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 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 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.

Pl. Exhibit No. 1

1. RELINQUISHMENT OF MARITAL RIGHTS.

The parties shall continue to live separate and apart, 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 and right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP 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, remits 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 property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident

to the marital 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 Marital Property Act, Maryland Family Law Code Annotated, Sections 8-201 through 8-213, as from time to time amended, 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 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. ALIMONY AND SUPPORT.

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.

4. MARITAL HOME.

The marital home of the parties, 804 Mountain View Drive, Westminster, Maryland 21157, was sold prior to the execution of this Agreement. Most of the proceeds from the sale of the marital home are in an interest bearing escrow account. It is agreed that One Thousand Dollars ($1,000.00) of those funds will be paid to the law firm of Fox and Levine, for their representation of Husband. The balance of the funds shall be paid directly to Wife.

5. MILITARY PENSION, SURVIVOR BENEFIT PLAN (SBP) AND OTHER MILITARY BENEFITS.

During most, if not all, of the marriage of the parties, Husband was a career soldier in the U.S. Military, and is now retired. Both Husband's service in the military and the parties marriage exceed twenty (20) years. Accordingly, the parties are entitled to full military pension benefits, Survivor Benefit Plan (SBP) benefits, privileges relating to the Uniformed Services Identification and Privilege Card, and other privileges, entitlements and benefits.

The parties agree that Wife is to receive Fifty Percent (50%) of the military pension. Wife is also to receive all other military benefits and entitlements which she currently enjoys, including, but not limited to, full health and medical care, insurance and protection, SBP benefits and the Uniformed Services Identification and Privilege Card. These benefits shall remain in effect for the remainder of Wife's life. Husband agrees to

execute all appropriate documents and papers and to provide all necessary information required to effectuate these benefits, and to cooperate fully to secure said benefits, entitlements and privileges for Wife.

6. PERSONAL PROPERTY.

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, certificates of deposit, money market funds, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

7. DEBTS.

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 debts or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

8. INCOME TAX RETURNS.

The parties shall file joint Federal and State income tax returns for the calendar year 1987 if both agree to do so. In such event, the parties agree to pay the costs of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that 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; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

9. 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 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 obligations incurred by him or her.

10. RESERVATION OF GROUND 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.

11. COUNSEL FEES; COURT COSTS.

Except as provided in Part 4 above, 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.

12. 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. Except as otherwise provided herein, each of the parties hereto for himself, and his or her respective heirs, personal representative, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Maryland Family Law Code Annotated, Sections 8-201 through 8-213, as from time to time amended, 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 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, but not merged therein. It is further agreed that regardless of whether this 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 of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

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

G. 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.

H. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

I. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law of public policy under the laws of Maryland or any other State of the United States, the parties intend that the

remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

J. 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:

Kathleen A Mathias — Anita A. Petry (SEAL)
Anita A. Petry

Milton Jarodzka — Edward O. Petry (SEAL)
Edward O. Petry

STATE OF MARYLAND: CITY/COUNTY OF TO WIT:

I HEREBY CERTIFY, that on this 2nd day of May, 1987, the above named, Anita A. Petry, personally appeared before me 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 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.

Kathleen A Mathias
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND: CITY/COUNTY OF TO WIT:

I HEREBY CERTIFY, that on this 8th day of MAY, 1987, the above named, Edward O. Petry, personally appeared before me 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 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.

Milton Jarodzka
Notary Public

My Commission Expires: 1 JULY 1990

0081M-1

REBECCA LEE ROBERTSON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
ROBERT EUGENE ROBERTSON	*	CARROLL COUNTY
Defendant	*	CV 2682

* * * * * * *

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON, IT IS ORDERED, this 4th day of August, 1987, that the above named Plaintiff, REBECCA LEE ROBERTSON, be and she is hereby granted an Absolute Divorce from the Defendant, ROBERT EUGENE ROBERTSON; and

It is further ORDERED, that the permanent custody of the minor child of the parties, CORA BETH ROBERTSON, born August 12, 1983, be and it is hereby awarded to the Plaintiff, REBECCA LEE ROBERTSON; and

It is further ORDERED, that the Defendant shall have reasonable, liberal visitation with the minor child pursuant to the parties Voluntary Separation and Property Settlement Agreement, dated February 18, 1987; and

It is further ORDERED, that the Defendant pay to the Plaintiff the sum of Forty Dollars ($40) per week as child support, payable through the Carroll County Department of Social Services, Bureau of Support Enforcement, P.O. Box 800, Westminster, Maryland 21157; and

It is further ORDERED, that all support provisions are subject to the attached conditions of the Annotated Code of Maryland, Family Law Article,

Filed August 4 1987

Section 10-120; and

It is further ORDERED, that the Voluntary Separation and Property Settlement Agreement of the parties, dated February 18, 1987, be incorporated but not merged in this Decree of Absolute Divorce; and

It is further ORDERED that the Plaintiff, REBECCA LEE ROBERTSON, pay the cost of these proceedings.

Luke K. Burns
JUDGE

These Provisions Are Incorporated Into The Attached Order or Decree

If the party who owes support (obligor) is in arrears more than 30 days, he or she shall be subject to earnings withholding. The obligor is required to notify this Court within (10) days of any change of address or employment so long as this support order is in effect. Failure to notify the Court of a change of address or employment will subject the obligor to a penalty not to exceed $250.00, and may result in the obligor's not receiving notice of proceedings for earnings withholding.

Case No. CV2682

Pltff/State

EXHIBIT NO. 1

Deft

For ID

For Evid

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 18th day of February 1987, by and between ROBERT EUGENE ROBERTSON ("Husband") and REBECCA LEE ROBERTSON ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on November 25, 1981, in Carroll County, Maryland. One child was born to them as a result of their marriage, namely CORA BETH ROBERTSON, born August 12, 1983, hereinafter referred to as "Child". Differences have arisen between the parties and they are now and have been since March 21, 1986, living 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 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 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 shall 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 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 proceeding for restoration of conjugal rights or otherwise, or to exert or demand any right to reside in the home of the other.

2. Rights Incident to Marital Relationship and Rights as Surviving Spouse

Except as otherwise provided herein, each of the parties hereto for himself and his respective heirs, personal representatives and assigns, grants remises and releases to the other any and all rights or interest 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 property as if he were unmarried. Except as other wise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital 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 Marital Property Act, Md. Family Law Code Ann. 8-201 through 8-213, as from time to time amended, and specifically including any right to act as each 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 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. Custody of Minor Child

The parties have agreed that the Child shall be in the custody of wife and shall reside with Wife, with Husband having liberal visitation privileges. In the event that Husband chooses not to exercise any visitation granted herein, he will provide Wife with at least twenty-four (24) hour notice of his intention not to exercise such visitation. In the event that the Custodian of the Child plans to reside outside the State of Maryland, the Custodian shall furnish the other parent sixty (60) days written notice of his or her intent to do so, thus allowing the other opportunity to petition a Court of competent jurisdiction for modification of custody or visitation if he or she so chooses.

Nothing herein contained shall be construed as an obligation or duty on the part of the Husband to accept custody of the child for the times and periods indicated, the intention of the parties

being that the Husband's right of visitation shall be entirely optional with him; and, should he desire, he may waive the privilege of visitation on any occasion, for any reason, without waiving his right to future visitation.

4. Child Support

The parties agree that Husband shall pay, as child support, the sum of $40.00 per week, to be paid through the Bureau of Support Enforcement of Carroll County, and to be paid until the first to occur of any of the following events: (1) death of the Child; (2) Marriage of the Child; (3) the Child's becoming self-supporting; (4) the Child ceases to reside primarily with the Wife; or (5) the Child's arrival at the age of eighteen (18) years.

5. Health and Life Insurance

Husband agrees to keep the child adequately covered by health insurance which he obtains through his employment, or a reasonable substitute therefore. Husband also agrees that until such time that the parties are divorced he shall keep Wife covered by his health insurance as well.

The parties agree to split all non-covered medical expenses incurred for the Child. Wife agrees that except in emergency or life-threatening situations, she will not incur more than $30.00 in medical expenses for the Child without first consulting and obtaining the approval of Husband.

Husband also agrees that, with respect to the current life insurance, the Child shall be listed as a beneficiary of that policy for at least one-third (1/3) of the face value of the policy.

6. Mutual Waiver of Alimony

It is the mutual desire of the parties that hereafter they shall 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 or demands, past, present and future, for alimony and support, both pendente-lite and permanent. Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims or demands, past, present and future, for alimony and support, both pendente-lite and permanent.

7. Personal Property

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 any 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 exclusive property, any automobiles, stocks, bonds or other securities, savings or checking accounts, certificates of deposits, money market funds, pensions, profit sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

The parties acknowledge that they currently own in joint name, a 1979 Chevrolet Chevette motor vehicle, and a 14 foot fiberglass Delhi boat. They agree that Wife shall have exclusive ownership of the motor vehicle and Husband exclusive ownership of the boat, and mutually agree to immediately effectuate all necessary transfers of title to reflect this Agreement. The parties further agree that they will indemnify and hold the other harmless from any obligation, debt or liability having to do with that item of personal property referred to in this paragraph over which the party indemnifying has exclusive use and ownership.

8. Debts

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hols and save the other harmless from any and all liability therefore. 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 obligation.

9. Income Tax Returns

The parties shall file joint Federal and State returns for the calendar year 1986, if they are able and willing to do so. In any event, the parties agree to pay the xost of preparing the tax returns and to pay all of the taxes due thereon pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal Income Tax purposes in such year,

making whatever adjustments between themselves are necessary to reflect withholding, any balances due, and/or refunds; 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. The parties agree to divide all tax refunds equally.

10. Attorney's Fees; Court Costs

Each party shall pay his or her own attorney fees incurred in the preparation, negotiation and execution of the Agreement. If a divorce proceeding is brought by either party against the other, the party seeking the divorce shall bear the expenses, including court costs, Master's Fees, etc.

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 wither of the parties ever had or now has against the other, except any or all 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.

12. Reconciliation of the Parties

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 this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as other wise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

13. 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. 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, Maryland Family Code Ann. 8-201 through 8-213, as from time to time amended, 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 futute, this Agreement shall be incorporated in said decree of divorce, but not merged therein.

It is further agreed that regardless of whether this Agreement or any part therof is incoporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms therein shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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 has had the opportunity to be represented by independent counsel of his or her selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement and that it is not the result of any fraud, duress, or undue influence exercised by either party.

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. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that the remaining provisions

of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

I. 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:

Tim D Tyler — Robert Eugene Robertson (SEAL)
ROBERT EUGENE ROBERTSON

Coleen S. Clementz — Rebecca Lee Robertson (SEAL)
REBECCA LEE ROBERTSON

STATE OF MARYLAND: COUNTY OF Carroll : TO WIT:

I HEREBY CERTIFY, that on this 6th day of February, ~~1986~~ 1987, the above named ROBERT EUGENE ROBERTSON, personally appeared before me and made oath in due form of law that the matters 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.

SHEILA F. STARTZER NOTARY PUBLIC CARROLL CO. MD

Sheila F. Startzer
NOTARY PUBLIC
My Commission Expires: 7-1-90

STATE OF MARYLAND: COUNTY OF Carroll : TO WIT:

I HEREBY CERTIFY, that on this 18th day of February, ~~1986~~ 87, the above named REBECCA LEE ROBERTSON, personally appeared before me and made oath in due form of law that the matters set forth in the foregoing Agreement with tespect 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.

COLEEN SMITH CLEMENTZ NOTARY PUBLIC CARROLL CO., MD

Rebecca Lee Robertson
NOTARY PUBLIC
My Commission Expires: 7-1-90

Coleen Smith Clementz

LEROY THOMAS ROBERTSON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v	*	FOR
MARY ELIZABETH ROBERTSON	*	CARROLL COUNTY
Defendant	*	Case No. 3922

JUDGMENT OF ABSOLUTE DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of ~~July~~ August, 1987, by the Circuit Court for Carroll County that the Plaintiff, Leroy Thomas Robertson, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, Mary Elizabeth Robertson; and

It is further ORDERED, that the Court costs of this action be and they are hereby waived.

Luke K. Burns, Jr.
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 4 4 47 PM '87
LARRY W. SHIPLEY CLERK
dlh

ROXANNE CAROL DIEHL	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
GEORGE HENRY DIEHL	*	CARROLL COUNTY
Defendant	*	CV 3559

* * * * * * *

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON, IT IS ORDERED, this 4TH day of August, 1987, that the above named Plaintiff, ROXANNE CAROL DIEHL, be and she is hereby granted an Absolute Divorce from the Defendant, GEORGE HENRY DIEHL; and

It is further ORDERED, that the Plaintiff and the Defendant be awarded the joint legal custody of the minor Child namely, JOSEPH MICHAEL DIEHL, born December 20, 1982, with the minor Child to physically reside with the Defendant subject to reasonable visitation with the Plaintiff; and

It is further ORDERED, that the Plaintiff and the Defendant shall both contribute to the support of the child; and

It is further ORDERED, that to the extent not inconsistent with this Decree, that the terms of the Voluntary Separation and Property Settlement Agreement of the parties, dated April 14, 1986, be incorporated but not merged in this Decree of Absolute Divorce; and

It is further ORDERED that the Defendant and the Plaintiff equally share the cost of these proceedings.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
AUG 4 4 46 PM '87
LARRY W. SHIPLEY CLERK

Luke K. Burns, Jr.
JUDGE

Case No. CV2470
Plaintiff
Def.
For ID
For Evid
EXHIBIT NO. 1

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

This Voluntary Separation and Property Settlement Agreement is entered into this 14th day of April, 1986, by and between GEORGE HENRY DIEHL ("Husband") and ROXANNE CAROL DIEHL ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 12, 1982 in Westminster, Maryland. One child was born to them as a result of their marriage namely, JOSEPH MICHAEL DIEHL, born December 20, 1982. They are now, and have been since September 30, 1985, 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 settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property of estate of the other, and in property owned by them jointly or as tenants by the entireties, and 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 shall 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 any 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 or 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/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 have hereafter acquire in the real, personal or other property of the other. Except as otherwise provided in this agreement, each of the parties releases all claims and demands of any kind or nature against the other party including all interest 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, Ch. 794 (1978) Law of Maryland, as from time amended, 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 lifetime 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 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 SUPPORT

Wife shall have the care and custody of the minor child of the parties, namely, JOSEPH MICHAEL DIEHL. Husband shall have visitation with child every other week-end from Friday at 5:00 p.m. until Sunday at 8:00 p.m., and other reasonable times providing Husband gives Wife 24 hours notice of his intention. Husband and Wife shall alternate visitation with child on major holidays, specifically: Christmas Eve; Christmas Day; New Year's Day; Easter; Memorial Day; July 4; Labor Day and Thanksgiving Day.

Husband agrees to pay to Wife the sum of $30 per week for the support of the child. Support payments shall terminate upon the first to occur of any one of the following events: arrival at age 18; marriage or death of the child; becoming self supporting or otherwise emancipated; Provided, however, that if at the time of termination by reason of age, the child has not yet completed High School, support shall continue until completion of High School or the ocurrence of any other teminating event, but in any event no longer than arrival at age 19.

~~Husband agrees to pay all reasonable medical, dental, nursing and hospital expenses for child, including the cost of physical therapy and orthodontry prescribed by a physician or dentist for the child. Husband shall provide medical insurance of his own choice to cover said child's expenses and expressly agrees to pay any deductible and expenses not covered by the medical insurance.~~ GD R.D.

~~Said provision shall remain in effect for such time as Husband is liable for Child's Support.~~ GD R.D

~~Husband shall keep in force and promptly pay the premium on the Prudential Life Insurance policy on his life presently in effect having a benefit amount of $60,000. Husband shall endorse said policy so that child, specifically JOSEPH MICHAEL DIEHL, is the sole irrevocable beneficiary. Should Husband replace said policy, he shall do so in such manner as to provide continuous insurance coverage of at least the same amount of death benefits. Husband shall keep the policy free and clear of all policy loans, liens and encumbrances. Husband's personal representative and his estate shall be liable for any breach of this paragraph.~~ GD R.D

4. 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 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.

5. PERSONAL PROPERTY

Prior to the execution of this agreement, the parties divided 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.

6. DEBTS

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. Husband agrees solely to pay the loan that he presently has with Carroll County Bank & Trust Company on which Wife is a co-signer and to indemify and hold wife harmless on that obligation. It is further agreed and understood by the parties that there are no other present debts or obligations for which the other spouse could or would be held liable.

7. FILING OF INCOME TAX RETURNS

If the parties agree to do so, they shall file joint Federal and State income tax returns for each calendar year for which they are entitled to file jointly. The parties agree that if they elect to file jointly, they shall share equally in the receipt of any refund resulting.

8. MUTUAL RELEASE

Subject to and except for the provisions of this agreement, each party is released and discharged, and by this agreement does for himself/herself and his/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.

9. 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.

10. COUNSEL FEES: COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with his/her separation and divorce. Each party hereby waives the right to assert any claims against the other party for counsel fees for legal services rendered to him/her any time in the past, present or future. In a divorce proceeding brought by either party against the other, the parties shall divide all court costs thereof, including any master's fee, equally between them.

11. MISCELLANEOUS

A. 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, but not merged therein. It is further agreed that regardless of whether this agreement or any part thereof is incorporated in any such decree, 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 respecttive heirs, personal representatives and assigns.

B. 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 encouraged and advised to seek independent counsel of his/her own selection in the negotiation and execution of this agreement.

C. No provision of this agreement shall be interpreted for or against any party hereto by reason that said party or his/her legal representative drafted all or any part thereof.

D. 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.

E. Should any provision of this agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

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:

L. Catherine Booth

George Henry Diehl
GEORGE HENRY DIEHL

Coleen S Clementi Roxanne Carol Diehl
ROXANNE CAROL DIEHL

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I hereby certify that on this 27th day of March, 1986, RCGD the above named GEORGE HENRY DIEHL, personally appeared before me, 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 that the said agreement is in fact his act and deed and that he has full understandings thereof.

As witness, my hand and notarial seal.

L Catherine Booth
Notary Public
My Commission Expires: July 1, 1986

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I hereby certify that on this 14th day of April, 1986, RCGD the above named ROXANNE CAROL DIEHL, personally appeared before me, 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 that the said agreement is in fact her act and deed and that she has full understandings thereof.

As witness, my hand and notarial seal.

COLEEN SMITH CLEMENTE NOTARY PUBLIC CARROLL CO.

Coleen Smith Clementi
Notary Public
My Commission Expires: 7-1-86

ROBERT D. SHRINER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MARTHA E. SHRINER	:	Carroll County
Defendant	:	Case No. CV 3991

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Robert D. Shriner, be and he is hereby granted an Absolute Divorce from the Defendant, Martha E. Shriner; and

It is further ADJUDGED and ORDERED that the Defendant, Martha E. Shriner, be and she is hereby awarded the guardianship and custody of Anthony Eugene Shriner and Samantha Lee Shriner, the minor children of the parties hereto, with the right unto the Plaintiff, Robert D. Shriner, 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 and ORDERED that the Plaintiff pay direct unto the Defendant the sum of $25.00 per week per child, for a total of $50.00 per week, toward the support of the minor children of the parties; and that Plaintiff and Defendant shall each pay one-half of all medical, orthodontal, dental and optical expenses for said children, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff

Filed August 5, 1987

on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated March 21, 1986, 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 these proceedings.

Luke K. Burns
Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21st day of March, 1986, by and between ROBERT DANIEL SHRINER, hereinafter referred to as "Husband", and MARTHA ELIZABETH SHRINER, 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 12th day of August, 1977 in the State of Maryland, County of Carroll.

WHEREAS as a result of the said marriage, there two (2) children born, namely: ANTHONY EUGENE SHRINER, born February 16, 1970, and SAMANTHA LEE SHRINER, born December 12, 1975.

WHEREAS certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 16th day of March, 1986 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 children 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 promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent,

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

Pl. Exhibit No. 1

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 the 16th day of March, 1986, 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, 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 CHILDREN

The Wife shall have the care and custody of the minor children of the parties. The Husband shall be entitled to liberal visitation rights with the children. The parties agree to keep each other advised of their address and telephone number. The Husband shall be responsible for picking up and returning the children from visitation.

SUPPORT AND MAINTENANCE OF THE MINOR CHILDREN

The Husband shall pay unto the Wife for support and maintenance of the minor children the sum of Twenty-Five Dollars ($25.00) per week per child. Payments for support shall begin with the signing of this Agreement, if not already being made.

All obligations of the Husband to contribute toward support shall cease when the child reaches the age of eighteen, marries, becomes self supporting or upon the death of the minor 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 for the children or other equivalent insurance. The parties further agree that all medical, orthodontal, dental and optical expenses not covered by insurance shall be divided equally between them. The parties obligations to maintain said insurance and pay said expenses shall continue until the occurrence of the events set forth in the foregoing paragraph.

DISPOSITION OF PERSONAL PROPERTY

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 the 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 own name, free and clear of any interest of the other.

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 consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

DISPOSITION OF REAL PROPERTY

The parties own as tenants by the entireties the real property known as 446 East Baltimore Street, Taneytown, Maryland 21787. Wife agrees to convey to Husband all of her right, title and interest to said property. At request of the Husband, Wife agrees to execute any documents necessary to transfer said property to the Husband. Husband shall pay any and all expenses in connection with the transfer.

Husband shall be responsible for all expenses in connection with the property and shall indemnify and hold harmless the Wife from all liability in connection therewith. Husband shall hold the home as his sole and exclusive property free and clear of any interest of the Wife. Upon the sale of the

property at any time, the proceeds of the sale shall be the sole property of the Husband, free and clear of any interest of the Wife.

OUTSTANDING OBLIGATIONS

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.*

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

M.E.S.
R.D.S.

* wife shall assume full responsibility for the Choice bill. Husband shall assume for responsibility for the Sears bill.

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 annullment 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 affect the remaining terms and provisions hereof.

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, 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 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 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 not married.

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, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public

policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

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

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 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 four (4) 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 endure 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:

Lisa Puckett — Robert Daniel Shriner (SEAL)
ROBERT DANIEL SHRINER

Lisa Puckett — Martha Elizabeth Shriner (SEAL)
MARTHA ELIZABETH SHRINER

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 21st day of March, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, ROBERT DANIEL SHRINER, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

Lisa Puckett
NOTARY PUBLIC

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 21st day of March,

1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, MARTHA ELIZABETH SHRINER, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Lisa Pickett

NOTARY PUBLIC

My commission expires on July 1, 1986.

FRANCES C. WHITE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
THOMAS HARRY WHITE	:	Carroll County
Defendant	:	Case No. CV 2394

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Frances C. White, be and she is hereby granted an Absolute Divorce from the Defendant, Thomas Harry White; and

It is further ADJUDGED and ORDERED that the Plaintiff, Frances C. White, be and she is hereby awarded the guardianship and custody of Kimberly Lyne White, the minor child of the parties hereto, with the right unto the Defendant, Thomas Harry White, 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 and ORDERED that the Defendant pay direct unto the Plaintiff child support in the amount of $25.00 per week from December 1 through March 31, and $50.00 per week from April 1 through November 30 of each and every year, accounting from July 27, 1987, subject to the further Order of this Court; and

It is further ORDERED that Defendant shall pay Plaintiff $37,500.00 for her right, title and interest in the family home of the parties situate at 5736 Greenville Road, Sykesville, Maryland,

Filed August 5, 1987

and that Plaintiff shall sign the appropriate deed therefor; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Cross Complaint filed in this cause of action, be and it is hereby dismissed; and

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

Luke K. Burns
Judge

LORI A. KNOUSE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES RONALD KNOUSE	*	CARROLL COUNTY
Defendant	*	Case No. CV1577

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

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON, IT IS ORDERED, this 6th (LKB) day of August, 1987, by the Circuit Court for Carroll County, that the Plaintiff, Lori A. Knouse, be and she is hereby granted an Absolute Divorce from the Defendant, James Ronald Knouse; and

It is further ADJUDGED AND ORDERED that the Plaintiff, Lori A. Knouse, be and she is hereby awarded the guardianship and custody of Jamie Marie Knouse, born April 8, 1980; Emily Rebecca Knouse, born April 29, 1982; and Justin Francis Knouse, born August 1, 1983, the minor children of the parties, with visitation between the children and the Defendant as agreed by the parties, subject to the further Order of this Court, and subject to the child support award in Equity Case No. 19765 of this Court; and

filed August 4, 1987

It is further ORDERED that this Order constitutes an immediate and continuing withholding Order on all of the earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in the Annotated Code of Maryland, Family Law Article, Sections 10-120 et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than thirty (30) days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within ten (10) days of any change of address or employment so long as this support Order in in effect, and failure to comply will subject him to a penalty not to exceed Two Hundred Fifty Dollars ($250.00), and may result in his not receiving notice of the proceedings for earnings withholding; and

It is further ORDERED that Plaintiff be and she is hereby permitted to resume use of her maiden surname of Kunert; and

It is further ORDERED that the costs of these proceedings are waived due to Plaintiff's indigency.

JUDGE

LISA L. STAIR	:	In the
Plaintiff	:	Circuit Court
vs	:	for
TIMOTHY STAIR	:	Carroll County
Defendant	:	Case No. CV 3156

JUDGMENT OF ABSOLUTE DIVORCE

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 10th day of August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Lisa L. Stair, be and she is hereby granted an Absolute Divorce from the Defendant, Timothy Stair; and

It is further ADJUDGED and ORDERED that the Plaintiff, Lisa L. Stair, be and she is hereby awarded the guardianship and custody of Alicia May Stair, the minor child of the parties hereto, with the right unto the Defendant, Timothy Stair, 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 and ORDERED that the Defendant pay unto Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of $80.00 per month, toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant

Filed August 10, 1987

on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 2, 1985 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 these proceedings.

Judge Luke K Burns

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT+

THIS AGREEMENT is entered into this 2nd day of October, 1985, by and between LISA L. STAIR, hereinafter called "Wife", and TIMOTHY STAIR, hereinafter called "Husband".

EXPLANATORY STATEMENT

The parties hereto were married by a civil ceremony in Carroll County, Maryland, on August 16, 1984. That as a result of their marriage, one child was born, namely, Alicia May Stair, born August 26, 1983.

Differences have arisen between the parties and they are now and have been since September 1, 1984, 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 maintenance, child support, visitation, 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 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.

I. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall 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 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

Pl. Exhibit No. 1

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.

II. RIGHTS INCIDENT AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties, hereto for himself or herself and his or her own respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest 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 property as if he were unmarried. Each of the parties releases all claims and demands of any kinds or nature against the other party, including all interest 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 Md. 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.

III. 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, releases and discharges the other of and from all cause 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 convenants 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.

IV. 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.

V. 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 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 party so instituting divorce proceedings shall be responsible for all court costs.

VI. HEALTH INSURANCE

That the husband shall retain the minor child on his health insurance coverage until she reaches eighteen years of age, and the husband shall retain the wife on his health insurance coverage until a final decree of divorce is granted. That the husband shall be responsible for the cost of any extraordinary medical or dental expenses of the minor child.

VII. PERSONAL PROPERTY

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. 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, with full right to 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.

VIII. ALIMONY AND SUPPORT

The parties hereto waive alimony, and each releases and discharges the other, absolutely and forever, for the rest of their lives from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

IX. DEBTS

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 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.

X. CHILD CUSTODY, VISITATION AND SUPPORT

The Wife shall have the care and custody of the minor child, namely, Alicia May Stair. The husband shall pay $80.00 per month as child support through the Carroll County Department of Social Services. Said child support payments shall cease upon the first to occur: (a) death of child; (b) death of husband; (c) child becoming eighteen years of age; (d) marriage of child; (e) child enters military service; (f) child becomes self-sufficient.

The Husband shall have reasonable rights of visitation, and

the Husband shall give the Wife 24 hours' notice of his intention to visit with the minor child.

XI. MISCELLANEOUS

A. Each of the parties agree to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purpose of this Agreement.

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, release 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 awared 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 purposes 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 had the opportunity to seek 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.

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

Barbara L. McKeith — Witness
Timothy Stair — TIMOTHY STAIR

Patty Anne Schroder — Witness
Lisa L. Stair — LISA L. STAIR

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 1st day of October, 1985, before me, the subscriber, a Notary Pubic of the State of Maryland, in and for the County aforesaid, personally appeared LISA L. STAIR, and she made oath in due form of law that the matters and facts set forth in the foregoing Voluntary Separation & Property Settlement Agreement are true and correct as therein stated, and she acknowledged the foregoing Agreement to be her act.

AS WITNESS my hand and notarial seal.

Patty Anne Schroder
Notary Public

My Commission expires: 7-1-86

PATTY ANNE SCHRODER NOTARY PUBLIC CARROLL CO., MD.

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 3rd day of October, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared TIMOTHY STAIR, and he made oath in due form of law that the matters and facts set forth in the foregoing Voluntary Separation & Property Settlement Agreement are true and correct as therein stated, and he acknowledged the foregoing Agreement to be his act.

AS WITNESS my hand and notarial seal.

Barbara L. McKeith
Notary Public

My Commission expires: 7-1-86

TONY M. JUSTICE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
WANDA L. JUSTICE	:	Carroll County
Defendant	:	Case No. CV 3788

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Tony M. Justice, be and he is hereby granted an Absolute Divorce from the Defendant, Wanda L. Justice; and

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

Luke K. Burns
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD. Aug 18 3 43 PM '87 LARRY W. BELFLEY CLERK

WILLIAM FRAZIER DIXON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARTHA FRANCES GOULD DIXON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4258

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 18th day of August, 1987, that the Plaintiff, WILLIAM FRAZIER DIXON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARTHA FRANCES GOULD DIXON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, JEFFERY SCOTT DIXON (born September 6, 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 ORDERED, that the Defendant pay unto the Plaintiff the sum of One Hundred Twenty Dollars ($120.00) per month as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

Filed August 18, 1987

Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

KATHERINE McCOTTER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JAMES M. McCOTTER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV1969

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 18TH day of August, 1987, that the Plaintiff, KATHERINE McCOTTER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JAMES M. McCOTTER; and

IT IS FURTHER ORDERED, that the pertinent parts of the Agreement between the parties dated June 27, 1985 and filed in this case 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.

Luke K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
Aug 18 3 43 PM '87
LARRY W. SHIPLEY CLERK

Agreement

Kathy	Jim
ATC.	Livingroom set
Hassock	includes ALL TABLES
Popcorn chair	Clothes
Wardrobe	Stereo
Bedroom set	table
Clothes	Steep couch
Home Interior	green chair
SMALL color T.V.	Tarantula
Wedding Pictures	Big color T.V.
Bedspread	ATC. pictures
Fishing pole	SMALL Kitchen table set
plants / split	dresser UNTIL gets A bedroom set
NICK NACKS	Radio
(VCR is undecided)	TV. stand
VCR & TAPES / FAN ?	Fan
	House

James M. McCotter 6/27/85

Katherine A. McCotter 6/27/85

* Split household items. except for tools & personal items &
* NO financial obligations to house. (KATHY)
* Jim to give $1,700.00 to Kathy McCotter for half of down payment on house. Jim will pay ___ per week/month to Kathy STARTING ___ until paid off in full.
* Jim IS TO take $300.00 down on ATC. as A LOSS.
* Kathy will take $450.99 paid on ATC. as A LOSS.
* Kathy will take Jim's name off ATC. & KATHY will sell ATC.
* Jim will take KATHY's name off of TRUCK LOAN.
* Jim will BRING ATC. BACK from VIRGINIA & give to KATHY.
* ATC. IS TO be IN excellent condition, "clean & running good."

7/28/89

LOUIS M. LLEWELLYN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
TERESA LYNN LLEWELLYN	:	Carroll County
Defendant	:	Case No. CV 2215

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Louis M. Llewellyn, be and he is hereby granted an Absolute Divorce from the Defendant, Teresa Lynn Llewellyn; and

It is further ADJUDGED and ORDERED that the Plaintiff, Louis M. Llewellyn, be and he is hereby awarded the guardianship and custody of Bradley Thomas Llewellyn, the minor child of the parties hereto, with the right unto the Defendant, Teresa Lynn Llewellyn, 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 and ORDERED that the Defendant pay direct unto the Plaintiff the sum of $7.50 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

Filed August 18, 1987

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, she shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject her to a penalty not to exceed $250.00 and may result in her not receiving notice of proceedings for earnings withholding; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated June 13, 1986 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein;

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

Luke K. Burns
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, is made this 13th day of June 1986, by and between LOUIS M. LLEWELLYN, of Carroll County, Maryland, herein called "Husband", and TERESA L. LLEWELLYN, 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 October 13, 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, and that said parties do hereby voluntarily 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 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:

CHILDREN

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

Pl. Exhibit No. 1

That the care, custody and control of the child born of this marriage, namely, BRADLEY THOMAS LLEWELLYN, born June 15, 1977, shall be with and shall remain with the husband, provided, however, that there shall be reasonable rights of visitation to wife.

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.

Wife shall pay no child support to husband at this time for said child, but she shall remain generally liable for the support of Bradley Thomas Llewellyn.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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, except as herein provided.

Husband does hereby release, transfer and assign unto wife all of his right, title and interest in and to wife's sewing machine and wife's metal wardrobe presently located at the home of the parties. Husband also releases, transfers and assigns unto wife all of his right, title and interest in the 1985 Ford Escort automobile jointly owned by the parties.

Wife does hereby transfer, assign and release unto husband all of her right, title and interest in the 1981 Toyota pickup truck and garden tractor riding mower.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

MUTUAL 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

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

herself, and his or her heirs, legal representatives, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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) Law of Md., including but not limited to any claim to use and posession 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.

REAL ESTATE

Husband and wife own as tenants by the entireties certain improved premises in Carroll County, Maryland, known as 1 South Farquhar Street, Union Bridge, Maryland 21791. This real estate is subject to the lien of the mortgage. Husband and wife sold this real estate on or about May 29, 1986, and expect settlement in connection with the sale to take place sometime in the first two weeks of July 1986.

Upon the settlement in connection with the sale of the parties real estate the parties shall equally divide any net proceeds due them as sellers of said real estate. Net proceeds shall be defined to mean all monies due and owing and payable to the sellers in connection with the sale of their real estate less the following:

1. All normal and reasonable expenses of settlement;

2. The payment of all liens and encumbrances necessary to convey clear title to the property;

3. The payment of the loan on the garden tractor in the approximate amount of $1,500.00;

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

4. The payment of the loan in connection with the purchase of the 1981 Toyota pickup truck in the approximate amount of $2,100.00;

5. The payment of the loan in connection with the 1985 Ford Escort in the approximate amount of $5,500.00.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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 party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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 apppoint 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 convenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. In the event the Court shall fail or decline to

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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

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

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

WITNESS:

Louis M. Llewellyn (SEAL)
LOUIS M. LLEWELLYN

Teresa L. Llewellyn (SEAL)
TERESA LYNN LLEWELLYN

STATE OF MARYLAND)
)TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 13th day of June, 1986, the above-named LOUIS M. LLEWELLYN personally appeared before me 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

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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.

Notary Public
My Commission Expires:

WILLIAM R. MACDONALD NOTARY PUBLIC CARROLL COUNTY, MD.

STATE OF MARYLAND)
)TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 24th day of June, 1986, the above-named TERESA LYNN LLEWELLYN personally appeared before me 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 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.

Notary Public
My Commission Expires: 7/1/86

LOWRY W. BARNES NOTARY PUBLIC CARROLL COUNTY, MD

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

DAVID EMERSON COARTS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
PEPPER LEE COARTS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3742

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 18th day of ~~June~~ August, 1987, that the Plaintiff, DAVID EMERSON COARTS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PEPPER LEE COARTS; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated May 13, 1986 and filed in this case 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.

Luke K. Burns, Jr.
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 18 3 44 PM '87
LARRY MOONEY CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 13 day of MAY, 1986, by and between PEPPER LEE COARTS, hereinafter called "Wife", party of the first part, and DAVID EMERSON COARTS, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on the 25th day of June, 1983, in Baltimore County, Maryland, by a religious ceremony. No children were born as a result of this marriage.

On the 10th day of January, 1986, the parties hereby 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. 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 relationship.

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

Separation. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart from one another without any cohabitation, they 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

LAW OFFICES
LEONARD, PHILLIPS & KNIGHT
SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MARYLAND
21202-2074
(301) 727-6633

Pltf #1
6/2/87 pm.

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.

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

Waiver of Alimony. In consideration of the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

Personal Property. 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.

Debts. Husband agrees to pay the outstanding bills and debts incurred by the parties for necessaries, the same to be limited to those set forth on the attached "Schedule of Debts", which is hereby incorporated herein by reference. Wife shall pay any outstanding bills not enumerated on said schedule.

Counsel Fees and Court Costs. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and court costs arising out of this Agreement and any subsequent divorce action should one of the parties later bring a Bill of

LAW OFFICES
LEONARD, PHILLIPS
& KNIGHT
SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MARYLAND
21202-2074

(301) 727-6633

Complaint for divorce against the other.

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, 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 the Annotated Code of Maryland, Family Law, § 8-201 through 8-213, 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, successors 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 the Annotated Code of Maryland, Family Law, §8-201 through 8-213), 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

LAW OFFICES
LEONARD, PHILLIPS
& KNIGHT
SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MARYLAND
21202-2074

(301) 727-6633

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.

Further Assurance. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or to 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.

Incorporation 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 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 shall survive said Decree and all the terms thereof shall continue to be binding upon the parties

LAW OFFICES
LEONARD, PHILLIPS
& KNIGHT
SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MARYLAND
21202-2074

(301) 727-6633

and their respective heirs, personal representatives and assigns for all time.

Modification or Waiver. 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 or any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

Waiver of Counsel. The Wife hereby agrees and acknowledges that she has had the opportunity to obtain legal counsel to advise her of her rights and obligations under this Agreement, but chose not to do so and hereby declares that she is fully satisfied with this Agreement having had ample time to reach and assimilate its contents. Both parties hereto further agree and acknowledge that this Agreement contains specific terms and provisions that they each declare and adopt by their signatures hereto.

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 expressly set forth herein.

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 have signed and sealed this

LAW OFFICES
LEONARD, PHILLIPS
& KNIGHT
SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MARYLAND
21202-2074

(301) 727-6633

Agreement, the day and year first above written.

WITNESS:

Roger T. Stanley Jr. Pepper Lee Coarts (SEAL)
PEPPER LEE COARTS

William J. Matthews David Emerson Coarts (SEAL)
DAVID EMERSON COARTS

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY that on this 13 day of MAY, 1986, before me, the subscriber, a Notary Public of the State and Baltimore County aforesaid, personally appeared, PEPPER LEE COARTS, known to me to be the person whose name is subscribed to the within instrument, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement are true; and further acknowledged that she executed said Agreement for the purposes therein contained as her free and voluntary deed and act.

AS WITNESS my hand and Notarial Seal.

Jeffrey A. Leone
NOTARY PUBLIC

My Commission Expires:
7/1/86

JEFFREY A. LEONE NOTARY PUBLIC Baltimore Co., Md.

LAW OFFICES
LEONARD, PHILLIPS
& KNIGHT
SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MARYLAND
21202-2074

(301) 727-6633

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY that on this 28 day of MAY, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, DAVID EMERSON COARTS, known to me to be the person whose name is subscribed to the within instrument, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement are true; and further acknowledged that he executed said Agreement for the purposes therein contained as his free and voluntary deed and act.

AS WITNESS my hand and Notarial Seal.

William J. Matthews
NOTARY PUBLIC

My Commission Expires:
July 1, 1986

WILLIAM J. MATTHEWS NOTARY PUBLIC CARROLL CO., MD.

LAW OFFICES
LEONARD, PHILLIPS
& KNIGHT
SUITE 3505
222 SAINT PAUL PLACE
BALTIMORE, MARYLAND
21202-2074

(301) 727-6633

RODGER DALE BYNAKER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
REBECCA ANNA BYNAKER	:	Carroll County
Defendant	:	Case No. CV 4164

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen hundred and Eighty-seven, that the above-named Plaintiff, Rodger Dale Bynaker, be and he is hereby granted an Absolute Divorce from the Defendant, Rebecca Anna Bynaker; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated November 21, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

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

Luke K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
AUG 18 4 29 PM '87
LARRY E. SHUPLEY

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21st day of November, 1986, by and between ROGER DALE BYNAKER, hereinafter referred to as "Husband", and REBECCA ANNA BYNAKER, hereinafter referred to as "Wife":

W I T N E S S E T H:

WHEREAS the parties hereto are now Husband and Wife having been legally married by a civil ceremony on the 7th day of June, 1985, 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 have lived separate and apart since the 11th day of May, 1986 and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

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

NOW THEREFORE in consideration of the promises, 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

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

Pl. Exhibit No. 1

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 the 11th day of May, 1986, 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 ccmpel 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, 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

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 the 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 own name, free and clear of any interest of the other.

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.

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 consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

OUTSTANDING OBLIGATIONS

The Husband agrees to assume the bill to Finance One and to indemnify the Wife from any and all liability in connection therewith.

The Wife agrees to assume all responsibility for the lease of the apartment at 444 East Green Street, Westminster, Maryland 21157 and all expenses in connection therewith and shall indemnify the Husband from any and all liability in connection therewith.

MISCELLANEOUS PROVISIONS

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

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annullment 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 affect the remaining terms and provisions hereof.

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, 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 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 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 not married.

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, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the

contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

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 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 four (4) 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 endure 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:

Lisa Puckett — Roger Dale Bynaker (SEAL)
ROGER DALE BYNAKER

Lisa Puckett — Rebecca Anna Bynaker (SEAL)
REBECCA ANNA BYNAKER

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 21st day of November, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, ROGER DALE BYNAKER, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

Lisa Pickett
NOTARY PUBLIC

My commission expires on July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 21st day of November, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, REBECCA ANNA BYNAKER, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Lisa Pickett
NOTARY PUBLIC

My commission expires on July 1, 1990

ERNEST A. BRAULT	:	In the
Plaintiff	:	Circuit Court
vs	:	for
SANDRA F. BRAULT	:	Carroll County
Defendant	:	Case No. CV 3893

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Ernest A. Brault, be and he is hereby granted an Absolute Divorce from the Defendant, Sandra F. Brault; and

It is further ADJUDGED and ORDERED that the Defendant, Sandra F. Brault, be and she is hereby awarded the guardianship and custody of Clayton Allen Brault, the minor child of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated February 25, 1985 and the Addendum thereto dated June 1, 1987 and filed in this cause of action, be and they are hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce;

It is further ADJUDGED and ORDERED that Plaintiff shall have the right of visitation with the minor child of the parties as set out in Paragraph 3--"Child Custody and Visitation" of the Agreement; and that Plaintiff shall pay Defendant child support pursuant to Paragraph 4--"Child Support" of the Agreement, subject to the further Order of this Court; and

Filed August 18, 1987

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 an may result in his not receiving Notice of proceedings for earnings withholding; and

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

Luke K. Burg
Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of February, 1985, by and between SANDRA F. BRAULT ("Wife") and ERNEST A. BRAULT ("Husband").

The parties were married by a religious ceremony on June 17, 1978, in Prince George's County, Maryland. One child was born to them as a result of their marriage, namely, CLAYTON ALLEN BRAULT, born August 9, 1982, hereinafter referred to as "Child." Differences have arisen between the parties and they are now, as of the date of this Agreement 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 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 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.

DONNA S. McDOWELL
ATTORNEY AT LAW
9332 ANNAPOLIS ROAD
LANHAM, MARYLAND 20706
(301) 459-3277

Pl. Exhibit No. 1

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall 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 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 MARITAL RELATIONSHIP 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 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 property as if he were unmarried.

Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital 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 Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time amended, and specifically including any right to act as the other's personal representative and any right in the other party's pension. 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. Husband shall have the right to visit with the child during the following times: one night per week from 6:00 p.m. until 9:00 p.m.; three Sundays out of every month from 9:00 a.m. until 6:00 p.m.; additional times as negotiated by the parties.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the Child, the sum of Seventy-five Dollars ($75.00) per week, 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 18 years. The amount to be paid during each calendar year shall be increased as of January 1st of that year by that percentage which is equal to the percentage increase in Husband's salary over the past twelve months or, by twenty percent (20%), whichever is less. In addition, Husband agrees to acquire within 15 days of the execution of this Agreement medical insurance for the benefit of the minor child as provided herein. Husband also agrees to provide health insurance for the Wife until the divorce by contributing a maximum of Eighty Dollars ($80.00) per month for such coverage. The parties agree that medical and dental expenses, drugs, therapy, and appliances prescribed for the minor child which are not covered by insurance shall be shared equally by the parties. The respective parties' obligation for medical insurance and medical and dental expenses provided in this subparagraph shall cease and terminate upon the first to occur of any of the following events with respect to the Child: (1) the death of the Child or Husband, (2) the marriage of the

Child, (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

If the parties agree that it is in the best interest of the Child to attend a private or parochial school, each party shall contribute to the cost of such private school education in accordance with their respective financial abilities at that time.

The parties agree that each of them shall contribute to the college education of the Child who attends college, in accordance with the respective financial abilities of the parties at that time. The parties agree that they and the Child shall select a college which is within their combined financial means, and that they shall apportion the expenses between them in accordance with their respective financial abilities.

5. ALIMONY

Wife does not presently seek alimony from Husband. The parties agree, however, that if any decree of divorce a vinculo matrimonii may be passed by any court of competent jurisdiction, said court shall reserve jurisdiction to award alimony to Wife at a future time. It is the intention of the parties that such alimony shall be awarded in the future only if the income of Wife shall be insufficient to provide for her needs.

6. LIFE INSURANCE

Husband shall keep in full force and effect, at his expense, those policies of insurance on his life, said coverage

to be a minimum of $30,000. Husband shall cause said policies to be so endorsed that Wife shall be named therein as the primary irrevocable beneficiary of the proceeds of said policies upon Husband's death and so endorsed that Husband cannot exercise any rights, privileges, or options in reference to said policies, except with written consent of Wife. Said policies shall be endorsed further so as to designate the Child as an equal secondary, irrevocable beneficiary, said designation to be operative upon the death or remarriage of Wife. Husband's obligation under this Paragraph shall terminate, with respect to the Child, on that date on which the Child reaches the age of Twenty-Two (22). To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinabove assumed.

Husband further agrees to pay for the life insurance policy on Wife's life until the date of divorce.

7. PERSONAL PROPERTY

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

The parties agree that Wife shall retain as her sole and separate property the 6 stocks in Martin Marietta. It is further agreed that Wife shall convey to Husband, simultaneously with the execution of this Agreement, all of her right, title, and interest, in and to the 1952 Chevrolet Truck. Husband shall convey to Wife, simultaneously with the execution of this Agreement, all of his right, title, and interest, in and to the 1978 Ford Fairmont. The parties also agree that Wife shall be the sole owner of the Dutterer's Freezer Plan, and simultaneously with the execution of this Agreement, Husband shall transfer all of his right, title, and interest in and to the Dutterer's Freezer Plan to Wife.

8. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Prince George's County known as 6406 - 45th Place, Riverdale, Maryland 20737 (the "Home"). The Home is subject to a lien of a mortgage. The parties agree to list the Home for sale with a real estate broker to be selected by agreement of the parties, or their counsel, within 15 days of the day of this Agreement. Either party shall have the right to accept, on

behalf of both parties, any offer to purchase the Home at a price of or exceeding Seventy Thousand Nine Hundred Dollars ($70,900.00). The parties may accept any other offer only by agreement between them. Wife may continue to occupy the Home until the closing. So long as Wife continues to occupy the Home, she shall be solely responsible for paying the gas and electric bills, water bills and the telephone; Husband shall be responsible for paying the mortgage, and all other expenses of the Home until settlement. It is further agreed that all joint debts including credit card and charge card balances, shall be paid out of the proceeds from the sale of the Home. Any net proceeds remaining after the payment of said debts shall be divided equally between the parties, except that it is further agreed that Husband shall bear 75% of the capital gains owing from the sale of the Home, if any. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commission, and/or attorney's fees incurred in connection with the sale, (b) all expenses of sale and closing costs, and (c) the mortgage.

9. DEBTS

As stated in Paragraph 8 above, the parties agree that all joint debts as itemized herein shall be paid off from the net proceeds from the sale of the Home. Wife agrees to be responsible for writing said checks. Said joint debts are

listed on Schedule B, which is attached hereto and incorporated by reference. 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.

10. INCOME TAX RETURNS

The parties shall file jont Federal and State income tax returns for the calendar year 1984 and 1985. Any tax refund will be split equally. If a tax liability is assessed, Husband agrees to be solely responsible for payment. The parties further agree that in future years Wife shall take the deduction for the minor Child.

11. 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.

12. COUNSEL FEES; COURT COSTS

Simultaneously with the execution of this Agreement, Husband shall pay to Donna S. McDowell, Esquire, counsel for Wife, a maximum of Four Hundred Dollars ($400.00) as a contribution for legal services rendered or to be rendered to Wife in connection with this Agreement. If a divorce proceeding is brought by either party against the other, Husband agrees to pay Wife's reasonable counsel fees incurred in connection therewith, and to pay all the court costs of such proceedings, including any Master's fees.

13. 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. 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, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, 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 jurisdiciton 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, but not merged therein. It is further agreed that regardless of whether this 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 of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either part upon the other, or by any person or persons upon either party.

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. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. 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:

_____ Sandra F. Brault (SEAL)
Sandra F. Brault

As to Both _____ Ernest A. Brault (SEAL)
Ernest A. Brault

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S: TO WIT:

I HEREBY CERTIFY, that on this 25th day of February, 1985, the above-named SANDRA F. BRAULT, personally appeared before me 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 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.

James D. Williams
Notary Public

My Commission Expires:
July 1, 1986

STATE OF MARYLAND: COUNTY OF PRINCE GEORGE'S: TO WIT:

I HEREBY CERTIFY, that on this 25th day of February, 1985, the above-named ERNEST A. BRAULT, personally appeared before me 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 that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

James D. Williams
Notary Public

My Commission Expires:
July 1, 1986

S C H E D U L E "A"

Boat
Trailer
Lawn Mower
Guitars (2)
China Cabinet
Bar & Stools
Single Bed
Nightstand Dresser (with Mirror)
Stero Cabinet
Dinette Set
12" Portable T.V.
Tools
Shop Vacuum

S C H E D U L E "B"

Mastercard
VISA
Dutterer's
Grolier Books
Security Systems
Sears
Harold Warner

ADDENDUM

THIS ADDENDUM, made this 1st day of June, 1987, by and between SANDRA F. BRAULT, hereinafter called "Wife", Party of the First Part, and ERNEST A. BRAULT, hereinafter called "Husband", Party of the Second Part.

WHEREAS, the parties hereto are husband and wife; and,

WHEREAS, Husband and Wife have heretofore separated with the intention of terminating the marital relationship and to resolve the terms and conditions of said separation said parties executed a Voluntary Separation and Property Settlement Agreement dated February 25, 1985, which the parties now seek to partially amend.

NOW, THEREFORE, in consideration of the mutual premises, agreements and covenants expressed herein, the parties hereby covenant and agree with the other hereto as follows:

FIRST: The Property Settlement Agreement dated February 25, 1985, except as hereinafter amended, is continued in full force and effect by the parties as their agreement, and that 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 Item 5 of said Agreement is hereby deleted in its entirety and the following Item 5 is hereby substituted in lieu thereof:

Pl. Exhibit No. 2

5. ALIMONY

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 and maintenance, whether past, present or future.

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

Witnesses:

[illegible] Sandra F. Brault (SEAL)
SANDRA F. BRAULT

Barbara L. McGrath Ernest A. Brault (SEAL)
ERNEST A. BRAULT

STATE OF MARYLAND, Prince George's COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of April, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SANDRA F. BRAULT and made oath in due form of law that the matters and facts set forth in the foregoing Addendum are true and correct as therein stated and acknowledged said Addendum to be her act and dead.

AS WITNESS my hand and Notarial Seal.

Jean K. Ross
Notary Public

My commission expires July 1, 1990.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of June, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ERNEST A. BRAULT and made oath in due form of law that the matters and facts set forth in the foregoing Addendum are true and correct as therein stated and acknowledged said Addendum to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Barbara L. McGrath
Notary Public

My commission expires July 1, 1990.

KAREN ISAACS	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ROBERT LEE ISAACS	:	Carroll County
Defendant	:	Case No. CV 4151

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Karen Isaacs, be and she is hereby granted an Absolute Divorce from the Defendant, Robert Lee Isaacs; and

It is further ADJUDGED and ORDERED that the Plaintiff, Karen Isaacs, be and she is hereby awarded the guardianship and custody of Brandy Susanne Isaacs, the minor child of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated October 3, 1983 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 and ORDERED that the Defendant, Robert Lee Isaacs, be and he shall have the right of visitation with the minor child of the parties as set out in Paragraph entitled "Visitation" of said Agreement, and at such other times as agreed upon by the parties, and that he shall give Plaintiff at least forty-eight hours advance notice of his intention to exercise all visitation rights; and that

Filed August 18, 1987

Defendant shall pay Plaintiff child support pursuant to Paragraph entitled "Support of Minor Children" of the Agreement which amount is currently $40.00 per week; all subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Luke L. Burns
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 3rd day of October, Nineteen Hundred and Eighty-Three, by and between ROBERT LEE ISAACS, whose present mailing address is 4023 Gill Avenue, hereinafter called "Husband", and KAREN ISAACS, whose present mailing address is 4023-B Gill Avenue, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the fifteenth day of June, 1979.

The parties have mutually agreed to voluntarily separate and did so on September 19, 1983, 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 of 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 September 19, 1983.

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.

Pl. Exhibit No. 1

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 child born of this marriage; namely, BRANDY SUSANNE ISAACS, shall be with and remain with the Wife.

SUPPORT OF MINOR CHILDREN

(6) At the time of the execution of this AGREEMENT and thereafter so long as the parties' living arrangements shall continue as they are at present, neither party shall be obligated to pay child support unto the other, on the condition that Husband shall continue to care for the minor child while Wife is at work and to otherwise support her as he is currently doing.

In the event that the parties' current living arrangements shall change or that the above-stated condition shall no longer apply, Husband shall pay child support unto Wife in the Following amounts: during the calendar years 1983 and 1984, $25.00 per week; for the calendar year 1985, $30.00 per week; and so on. with the weekly amount increasing by increments of $5.00 for each succeeding calendar year.

Said payments shall commence on the date that the parties' current living arrangements shall cease to exist and 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.

VISITATION

(7) Husband shall be entitled to overnight visitation with the minor child on alternating weekends. Husband shall also be entitled to visitation with the minor child for two weeks during the summer and on alternating holidays, said holidays being defined as Thanksgiving and Christmas, with Husband having the first such visitation on Thanksgiving, 1983.

In addition to the above, 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

(8) 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.

MEDICAL EXPENSES FOR WIFE
AND MINOR CHILD

(9) Wife agrees to maintain her present medical insurance for the benefit of the Husband until such time as a final divorce is effected, and for the minor child so long as she retains her current employment. Any medical expenses for the minor child which are not covered by Wife's medical insurance shall be divided equally between the parties.

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.

Husband agrees to allow Wife to enter his home and remove therefrom the items which they have agreed will belong to her exclusively, but which she has not as yet removed from the home, to wit: a desk, a Singer sewing machine, dishes, a small china cupboard, and her personal items, such as knick-knacks, etc.

MOTOR VEHICLE

(11) The 1979 Chevrolet Monza automobile presently titled in the names of both parties shall remain the property of both parties, and both parties shall remain liable on the loan therefor to GMAC. Husband shall be entitled to use said automobile during the week and the parties shall be entitled to the use of same on alternating weekends.

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

(12) 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

(13) Husband and Wife covenant and agree with the other that they will divide equally all debts incurred by both of them during the marriage, to wit: credit accounts at Sears, J.C.Penney's, Visa, and Mastercard; a loan with Hampstead Bank in the amount of One Thousand Seven Hundred Dollars ($1700.00); and the car loan from GMAC, in the amount of approximately One Thousand Eight Hundred Dollars ($1800.00); rent; utilities; and premiums for life insurance on BRANDY SUSANNE ISAACS.

It is agreed that Husband shall pay unto Wife his one-half share of the afore-mentioned debts when they are due and that Wife shall furnish Husband with proof of payment thereof.

All debts incurred after September 19, 1983 shall be borne by the party by whom they were incurred, and each party agrees to indemnify and hold harmless the other from any and all liability arising out of any such indebtedness.

LIFE INSURANCE

(14) Husband and Wife agree that any policy of insurance on the life of either, of which the other is named as beneficiary, shall be changed so as to name BRANDY SUSANNE ISAACS as beneficiary.

It is further agreed that both Husband and Wife shall remain the named beneficiaries on the policy of life insurance they currently own on BRANDY SUSANNE ISAACS.

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.

INCORPORATION OF AGREEMENT

(17) 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

(18) 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.

(19) 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

(20) 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.

INTERPRETATION

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

VOLUNTARY EXECUTION

(22) 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 3rd day of October, Nineteen Hundred and Eighty-Three.

Robyn C. Schaefer — WITNESS
Karen Isaacs — KAREN ISAACS (SEAL)

Robyn C. Schaefer — WITNESS
Robert Lee Isaacs — ROBERT LEE ISAACS (SEAL)

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

I HEREBY CERTIFY that on this 30 day of October, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KAREN ISAACS, 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.

ROBYN E. SCHAEFER NOTARY PUBLIC CARROLL CO., MD.

Robyn E. Schaefer
Notary Public - Commission Expires 7/1/86

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

I HEREBY CERTIFY that on this 1st day of October, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT LEE ISAACS, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement are true.

AS WITNESS my hand and Notarial Seal..

ROBYN E. SCHAEFER NOTARY PUBLIC CARROLL CO., MD.

Robyn E. Schaefer
Notary Public - Commission Expires 7/1/86

CHARLES WILLIAM HAHN, JR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
BEVERLY ANN HAHN	:	Carroll County
Defendant	:	Case No. CV 4059

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Charles William Hahn, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Beverly Ann Hahn; and

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

Luke K. Burns
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 18 4 29 PM '87
LARRY [illegible] CLERK

JUDY STOCKBRIDGE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DAVID S. STOCKBRIDGE	:	Carroll County
Defendant	:	Case No. CV 4089

JUDGMENT OF ABSOLUTE DIVORCE

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 August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Judy Stockbridge, be and she is hereby granted an Absolute Divorce from the Defendant, David S. Stockbridge; and

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

Luke K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
AUG 18 4 28 PM '87
LARRY E. SHIPLEY
CLERK

ROBERT S. SWEITZER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MAGDALENE B. SWEITZER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4389

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 20th day of August, 1987, that the Plaintiff, ROBERT S. SWEITZER, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MAGDALENE B. SWEITZER; and

IT IS FURTHER ORDERED, that the guardianship and custody of the remaining minor child of the parties, REBECCA LYNN SWEITZER (born September 18, 1972) 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 ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 30, 1987 and the Addendum thereto dated August 9, 1987, both filed in this case, 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.

Luke K Burns
JUDGE

filed August 20, 1987

VOLUNTARY SEPARATION

AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made the 30th day of June, 1987, by and between MAGDALENE B. SWEITZER, hereinafter called "Wife", party of the first part, and ROBERT SWEITZER, hereinafter called "Husband", party of the second part.

WITNESSETH

The parties hereto were married on or about the 2nd day of June, 1963 in Howard County, State of Maryland, by a religious ceremony, and as a result of said marriage, three childred were born; namely, Tina Marie Sweitzer, born February 1, 1964, Robert Stewart Sweitzer, Jr, born January 30, 1969 and Rebecca Lynn Sweitzer, born September 18, 1972, the minor child is in the care and custody of the Husband.

That on or about June 1, 1984, 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 interest to enter into this Agreement to formalize their voluntary separation, the custody and support of their minor child, the right of the parties to support and maintenance and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of each of the parties, they do hereby

8/11/89

WILLIAM J. WISEMAN, III
ATTORNEY AT LAW
220 BOSLEY AVENUE
TOWSON, MARYLAND 21204

covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

1. The parties hereto shall not interfere with or molest the other, nor endeavor in anyway 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 residence and work addresses and telephone numbers at all times.

2. The Husband shall have the care and custody of the minor child, Rebecca Lynn Sweitzer, with the right and privilege unto Wife to visit with and have said child with her at all reasonable times, it being the intention of the parties that the Wife shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between her and the child. The Husband shall cooperate to the fullest extent possible to effectuate this intent.

3. Husband shall be generally charged with the support and maintenance of the minor child of the parties, namely, Rebecca Lynn Sweitzer.

4. The Husband agrees to keep in full force and effect, medical insurance on the Wife and children of the parties until such time as a divorce is granted, at which time, the Wife will obtain medical coverage for herself and the Husband shall keep the above mentioned coverage on the children of the parties

until such time as each child shall attain the age of 18 years, or 21 years of age if a full time student and unmarried. The parties agree that any medical, dental or other bills not covered by the medical insurance in effect shall be paid by the Husband.

5. The jointly owned property of the parties which was used as their principal residence and family home when they lived together and is now being used by the Husband, known as 2626 Birdview Road, Westminster, Maryland 21157 has been appraised and has a market value of One Hundred Thirty-Five Thousand ($135,000.00) Dollars.

6. The Wife agrees that for and in consideration of the sum of Sixty- Seven Thousand Five Hundred ($67,500.00) Dollars representing one-half (1/2) of the equity of the parties in the marital home, she shall by such documents as may be necessary, and at the cost and expense of the Husband, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto the Husband all of her right, title and interest in and to the home property now owned as tenants by the entireties and described in paragraph 5 above.

Husband transfers and assigns unto Wife all of his right, title and interest in and to the mobile home located at 2525 Baltimore Boulevard, Lot 10, Finksburg, Maryland 21048 and recently purchased by Husband for Wife's use. It is further understood and agreed by the parties that Husband shall receive as a credit or set-off from sums due to Wife under this

provision, an amount of Twenty-Three Thousand Six Hundred ($23,600.00) Dollars representing the cost advanced by Husband for the purchase of the mobile home. Husband shall assume and pay, in accordance with its terms, the adjustable rate mobile home loan held by the Union Trust Company of Maryland, and he shall idemnify and hold Wife harmless from any and all liability in connection with said loan.

The Husband (mortgagor) shall, by the execution of a mortgage, pay to the Wife (mortgagee) the balance of the aforesaid money due under this provision, Forty-Three Thousand Nine Hundred ($43,900.00) Dollars with interest from date at the rate of seven (7%) percent per annum on the unpaid balance until paid. Principal and interest to be paid at 2525 Baltimore Boulevard, Lot 10, Finksburg, Maryland 21048, or at such other place as Wife may designate in writing, in monthly installments of Three Hundred Forty Dollars and Thirty-Seven Cents ($340.37) beginning July 1, 1987 and continuing on the first day of each month thereafter until the indebtedness is fully paid; except that, if not sooner paid, the final payment thereof shall be due and payable on June 1, 2007 (240 monthly payments @ $340.37 each).

In further consideration for the above conveyance the Husband and Wife desire and therefore covenant and agree that in the event that the Husband shall die and the indebtedness created in the immediately preceeding paragraph is not fully paid within sixty (60) days from the date of his death then in that event the children herein named will inherit the

property and the Wife will be paid the remaining indebtedness upon the sale of said property. In the event Wife dies before the mortgage is paid, the children will inherit the mortgage loan and the Husband shall pay them until such time as the mortgage is paid in full.

The parties for themselves and their heirs, personal representatives and assigns, do mutually agree to join or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect this provision including the Wife to execute and deliver a warranty deed to Husband, and the Husband, to execute a mortgage to Wife.

7. The parties hereto agree that they have divided all personal property of the parties by prior agreement between them. 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 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.

The Wife hereby 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, and the Wife further agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all of his tools, sporting equipment, trailer located

on Lot 28A, 28 Eaglesnest, Ocean City, Maryland, the 1984 Chrysler Station Wagon and his 25 foot Robalo 256 boat.

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, and the Husband further agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband, the mobile home described in paragraph number 6 with all the furniture currently in the mobile home of the Wife, the money in the savings account at Union Trust Company, account number 014-78437, the 1979 Chevrolet Station Wagon and 1975 Jeep CJ5.

8. The Husband agrees to keep in full force and effect the life insurance policy having a value of Ten Thousand ($10,000.00) Dollars and will make the necessary arrangements to have the children of the parties named as permanent irrevocable beneficiaries of the proceeds.

9. The Husband agrees to pay all open court costs including Master's fee in any action for divorce between the parties. Each party will be responsible for his or her own counsel fees.

10. The parties agree to execute joint Federal and State Income Tax returns for the year 1987 and Husband is entitled to any refunds received.

11. Each party shall assume the responsiblity for debts contracted by himself or herself and each shall hold and save

the other harmless from any and all liability therefore. Husband and Wife covenant and agree that they will not 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.

12. In consideration of 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, and will not, at any time, institute any action of proceedings, either at law or in equity, for the purpose of obtaining any alimony or other support or maintenance.

13. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and 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 proceedngs for an absolute divorce may 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 this 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.

15. 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 the Marital Property Act, Maryland Family Law Code Annotated, Sections 8-201 through 8-213, any amendments thereto, and any claim againt the other or against his or her property by 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 pronouncements 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 of 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 anyway in the enjoyment or distribution of any of the real or personal estate or pension right 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 one so dying.

16. The parties hereto declare that they fully understand all the terms and provisions of this Agreement and that each has been advised of his or her 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.

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

WITNESS:

Magdalene B. Sweitzer (SEAL)
MAGDALENE B. SWEITZER

Robert Sweitzer (SEAL)
ROBERT SWEITZER

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared Magdalene B. Sweitzer, 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 and that she has full understanding thereof.

WITNESS my hand and official seal this 19th day of June, 1987.

WILLIAM R. MacDONALD NOTARY PUBLIC CARROLL COUNTY, MD.

Notary Public
My Commission Expires July 1, 1990

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared Robert Sweitzer, 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 crrect as therein stated and acknowledged said Agreement to be his act and that he has full understanding thereof.

WITNESS my hand and official seal this 30th day of June, 1987.

Gretchen E. Tyler
Notary Public
My Commission expires 7-1-90

GRETCHEN E. TYLER NOTARY PUBLIC BALTO. CO., MD.

7G/6
1:95-2:7:21:87:82

Elizabeth Ann Powers,	*	IN THE
	*	CIRCUIT COURT
Plaintiff,	*	FOR
v.	*	Carroll County
Frederick Leon Powers,	*	Case No. CV 2726
	*	
Defendant.		

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

JUDGMENT OF DIVORCE

The case being ready for hearing, an Agreement among the parties was stipulated to by counsel on the record, evidence having been taken by the Court, and findings of fact having been made.

IT IS therefore this 19th day of August, 1987, by the Circuit Court for Carroll County, ADJUDGED AND ORDERED that the Plaintiff, Elizabeth Ann Powers, be and she hereby is granted an ABSOLUTE DIVORCE from the Defendant, Frederick Leon Powers;

IT IS FURTHER ORDERED the Agreement stipulated to by counsel on the record and agreed to on the record by the parties (the "Agreement") in open court, be and the same is hereby approved and made part of and incorporated into this Judgment, but not merged herein, having the same force and effect as if fully set forth in this Judgment;

IT IS FURTHER ORDERED, that as between the parties, the parties shall be responsible for debts, as set forth in the Agreement, as follows:

The Husband shall be responsible for and pay these debts:

(a) Beneficial National Bank Mastercharge
(b) G.C. Services Visa
(c) Choice
(d) Caldor
(e) Montgomery Wards
(f) Manufacturers Bank of Hanover
(g) Speigel

(h) Hecht Company

The Wife shall be responsible for and pay these debts:

(a) Sears
(b) Bambergers (2 accounts)
(c) Commercial Savings and Loan

IT IS FURTHER ORDERED, that no right of alimony shall accrue to either of the parties by virtue of their express waiver in accordance with the Agreement and by their waiver of alimony on the record in open court;

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume her maiden name of Elizabeth Ann Heaps;

IT IS FURTHER ORDERED, that the Defendant pay to the Plaintiff $1,500.00 on or before July 4, 1987.

IT IS FURTHER ORDERED, that the payment of $2000.00 due on or before August 3, is hereby reduced to a judgment together with a collection fee of 25% of principal amount should collection efforts become necessary.

AND IT IS FURTHER ORDERED, that the Defendant Frederick Leon Powers pay the costs of this proceeding.

Judge

Aproved as to form and content:

For the Plaintiff:

Michael Lewis Freilich, Esquire

For the Defendant:

John S. Constantinides, Esquire

JOHN ALLEN LESCALLEET Plaintiff/Counter-Defendant	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	CARROLL COUNTY
NANCY MARIE LESCALLEET Defendant/Counter-Plaintiff	*	Civil No.: CV 3307

****

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing, both parties being represented by counsel, and testimony having been taken this 18th day of AUGUST, 1987

ORDERED that the above named Plaintiff, John Allen Lescalleet, be and he is hereby granted a Judgment of Divorce from the Defendant, Nancy Marie Lescalleet, and it is further

ORDERED that John Allen Lescalleet, Plaintiff, and Nancy Marie Lescalleet, Defendant be and they are hereby denied alimony by reason of their express waivers therof, and it is further

ORDERED that the Plaintiff and Defendant waive any and all rights under Annotated Code of Maryland, Family Law, Section 6-201 et seq, and it is further

ORDERED that the Counter-claim filed in this cause and the Request for Marital Property and a monetary award or judgment be and it is hereby dismissed, and it is further

ORDERED that the plaintiff pay the costs of these proceedings and that the plaintiff pay $500.00 toward the defendants attorneys fees.

APPROVED AS TO FORM AND CONTENT

Lisa P. Grosscup
LISA P. GROSSCUP, ESQUIRE

Michael S. Levin
MICHAEL S. LEVIN, ESQUIRE

JUDGE

EDWARD E. TALBERT	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
TAMMY L. TALBERT	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4064

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 25th day of August, 1987, that the Plaintiff, EDWARD E. TALBERT, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, TAMMY L. TALBERT; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, JENNIFER L. TALBERT (born May 1, 1978) and BRADLEY E. TALBERT (born March 31, 1981) 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 subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant the sum of Thirty-Seven Dollars and Fifty Cents ($37.50) per week, per child as child support, subject to the further Order of this Court and subject to the following provisions of law:

filed August 25 1987

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated January 3, 1986 and the Amendment thereto dated April 24, 1987 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.

Luke K. Burns
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this day of Jan. 3, 1986, 1986, by and between **EDWARD E. TALBERT**, hereinafter called "Husband", party of the first part and **TAMMY L. TALBERT** hereinafter called "Wife", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on **October 15, 1977**, in the State of Maryland; that two children were born to them as a result of their marriage, namely **Jennifer L. Talbert**, born May 1, 1978, and **Brad E. Talbert**, born March 31, 1981. Hereinafter referred to as "children" or "child". Differences have arisen between the parties and they are now and have been since **July 15, 1985**, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the express 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 and support of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or state of the other,

LAW OFFICES
Stephen T. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

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 promises and the mutual covenants and understandings of each of the parties, they hereby covenant and agree as follows, all as of the effective date hereof.

RELINQUISHMENT OF MARITAL RIGHTS

The parties shall 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 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.

RIGHTS INCIDENT TO MARRIAGE
AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her

LAW OFFICES
Stephen T. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest 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 property as if he were unmarried. Except as otherwise provided in this Agreement, 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, Md. Cts. & Jud. Proc. Code Ann. §3-6A-01 through 3-6A-07, as from time amended, 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

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

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.

CHILD CUSTODY

Wife shall have the care and custody of the minor Children of the parties.

CHILD VISITATION

Husband shall have the right to have the Children with him once a week at reasonable times and places upon reasonable notice to Wife and at any other times as agreed to with Wife.

CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of each Child, 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 for both 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 becoming self-supporting; or (4) the Child's arrival at the age of 18.

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 the other. Accordingly, and in

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

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.

PERSONAL PROPERTY

Accept as otherwise provided in this Agreement by a special clause, each of the parties hereto, for himself and herself, and his or her respective heirs, personal representatives and assigns, hereby states that they each shall own, have and enjoy, independent of any claim or right of the other, all personal property now in their respective possession, custody or control.

SPECIAL CLAUSE - PERSONAL PROPERTY

Husband shall be entitled to have upon demand from Wife the following personal household articles:

1. **Cedar Chest**
2. **Night stand**

USE AND POSSESSION OF MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 525 Daisey Court, Taneytown, Maryland 21787 (the "Home"). The

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

Home is subject to the lien of a mortgage. Wife shall have the exclusive right to occupy the Home until the first to occur of (a) Wife's remarriage, (b) the arrival of the youngest Child at age eighteen (18), or (c) that date which is three (3) years from the date of divorce. So long as Wife continues to occupy the Home in accordance herewith, she 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, with the exception of the 1985 property tax bill, which Husband agrees to pay in full; the 1986 property tax bill, which Husband agrees to contribute one-half (1/2) of said bill, Insurance premium for 1986, to which Husband agrees to contribute one-half (1/2) of said expense and Husband agrees to contribute one-half (1/2) of all maintenance and upkeep expenses reasonably incurred with regards to said Home. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify him from any liability thereof. Upon the first to occur of the foregoing events, or upon the earlier desire of Wife to sell the Home, the parties shall sell the home, either directly or through a broker of their choice, at a price agreed upon by

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

the parties, or, if they are unable to agree, at a price determined by a broker selected by Husband and Wife or their counsel. Wife may continue to occupy the Home until the closing. 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 and in accordance with the Paragraph. Upon the sale of the Home in accordance herewith, Husband is to receive the sum of **Three Thousand Dollars ($3,000.00)** from the net proceeds. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (1) any broker's commissions and/or attorney's fees incurred in connection with the sale, (2) all expenses of the sale and closing costs, and (3) the principal, accrued interest and any prepayment penalty due on the mortgage.

DEBTS

Husband shall be responsible for the payment of any and all necessary medical treatment for the children.

Husband shall pay **Thirty Dollars ($30.00)** per month towards presently outstanding Sears bill, until it is paid in full.

Wife shall be responsible for any and all of her own past, present and future medical bills.

Each party shall assume all responsibility for debts contracted by himself or herself up to the date

LAW OFFICES
Stephen E. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

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.

INCOME TAX RETURNS

Parties shall file joint Federal and State income tax returns for the calendar year 1985 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 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; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and

LAW OFFICES
Stephen E. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

expenses in connection with his own income and deductions.

COUNSEL FEES

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.

COURT COSTS

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.

MEDICAL INSURANCE

Husband hereby agrees to, at all times, have Blue Shield and Blue Cross insurance coverage on the two minor children of the parties or its equivalent. Husband agrees to cover Wife with Blue Shield and Blue Cross insurance or a duplicate thereof, until a final divorce is granted.

COOPERATION CLAUSE

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

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said party 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. If either party shall not cooperate with regards to this agreement, and force the other party to institute a court action in order to obtain compliance with this provision, then the non-complying party hereby states that they will pay all reasonable attorney fees of the other party for having to bring such action.

INCORPORATION 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 thereof.

INTEGRATION CLAUSE

This Agreement contains the final and entire understanding

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

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.

INDEPENDENT COUNSEL - PARTIES FULLY INFORMED - FAIRNESS OF TERMS

Each of the parties have been informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. Each party states that if they have not sought advice from independent counsel that they have been informed that they each should have their own independent counsel and that they understand that this is a right that they would have had had they chosen to exercise it. 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.

CONTROLLING LAW

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

MARITAL ACT

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns,

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

releases all claims, demands, and interests arising under the Marital Property Act, Md. Cts. & Jud. Proc. Code Ann. §3-6A-01 through 3-6A-07, as from time to time amended, 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.

INTERPRETATION

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.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals to three counterparts of this Agreement, each of which shall constitute an original, the date first above written.

WITNESS

Nina L. Leaver — Tammy L. Talbert
TAMMY L. TALBERT

Nina L. Leaver — Edward E. Talbert
EDWARD E. TALBERT

LAW OFFICES
Stephen L. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

STATE OF MARYLAND, COUNTY OF BALTIMORE: to wit:

I HEREBY CERTIFY, that on this day of 1985, the above-named **TAMMY L. TALBERT**, personally appeared before me 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 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.

Nina R Reaves
NOTARY PUBLIC

My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF BALTIMORE: to wit:

I HEREBY CERTIFY, that on this day of 1985, the above-named **EDWARD E. TALBERT**, personally appeared before me 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 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.

Nina R Reaves
NOTARY PUBLIC

My Commission Expires: 7/1/86

LAW OFFICES
Stephen E. Miles
11 EAST BIDDLE ST.
BALTIMORE, MD. 21202

AMENDMENT TO VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 24 day of April, 1987, by and between Edward E. Talbert, hereinafter called "Husband", and Tammy L. Talbert, hereinafter called "Wife".

WHEREAS, the parties hereto entered into a Voluntary Separation and Property Settlement Agreement dated January 3, 1986, settling their respective property rights in the matters of guardianship, child custody and support, alimony, visitation, and all other matters growing out of their marital relationship; and

WHEREAS, the parties desire to make certain changes to that Separation and Property Settlement Agreement dated January 3, 1986, and to clarify other matters therein;

NOW THEREFORE, in consideration of the promises and 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. The paragraph entitled CHILD VISITATION on page four of the said agreement is hereby deleted in its entirety, and in its place is substituted a new paragraph as follows:

CHILD VISITATION

Husband shall have the right to have the children with him once a week upon 24 hour notice to the Wife. Husband shall pick up the children in the morning and have them back to their home by

MHR
8/4/89

7 p.m. Husband may take the children wherever he chooses during his visitation, except that he may not take them out of the state unless the Wife is notified first. In addition, the Husband shall have visitation with the children every Christmas Eve. In order to avoid unnecessary confusion or misunderstanding and to provide some stability to the children, the parties will make a good faith effort to arrange visitation on a prearranged schedule and abide by that schedule. The parties recognize that these visitation provisions are intended to be in the best interests of the children and that circumstances do require changes and adjustment in the pre-arranged visitation schedule from time to time. To that end, Husband and Wife agree to maintain flexibility and good faith in effectuating the visitation rights of the Husband and make such adjustments as are necessary from time to time by either of their schedules in order to comply with the spirit and intent of this visitation provision. Each party agrees to give reasonable notice of at least 24 hours to the other when a change in visitation becomes necessary.

2. The paragraph entitled USE AND POSSESSION OF MARITAL HOME, on page 6, that part which reads, ". . .Husband agrees to

contribute one-half (1/2) of all maintenance and upkeep expenses reasonably incurred with regards to said Home." shall be changed to read as follows:

> ". . . and wife agrees to be solely responsible for all maintenance and upkeep expenses reasonably incurred with regards to the said Home."

3. Under the same paragraph entitled USE AND POSSESSION OF MARITAL HOME, on page 7, the sentence which reads, "Upon the sale of the home in accordance herewith, husband is to receive the sum of three thousand dollars ($3,000) from the net proceeds." shall be changed so that the sum of three thousand dollars ($3,000) shall be changed to the sum of five thousand dollars ($5,000). In addition, a new sentence shall be added to the end of this paragraph to read as follows:

> Notwithstanding anything herein before written, wife shall first have the option to purchase husband's interest in the marital home for the price of five thousand dollars ($5,000). Wife's option to purchase husband's share of the marital home for five thousand ($5,000) shall be exercised prior to any decision to sell the home either directly or through a broker of their choice, and once a decision has been made to sell the home, Wife's option expires.

4. The paragraph entitled DEBTS, page 7, the first two paragraphs thereunder shall be deleted in their entirety and in their stead shall read as follows:

> Wife shall be responsible for the payment of any and all necessary medical treatment for the children and agrees that she will not hereafter ask the husband to contribute, except in the case of an individual bill being in excess of one hundred dollars ($100) and not covered by insurance, in which case Husband agrees to pay one half (1/2) of the non-reimbursable bill.
>
> Husband agrees to pay the entire outstanding balance of the Sears bill which was incurred during the marriage of the parties, and before the parties separated, and he agrees to pay the same until it is paid in full.

5. In all other respects the parties reaffirm the Voluntary Separation and Property Settlement Agreement dated January 3, 1986.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year first above written.

Kenneth R. Turner
WITNESS

Edward E. Talbert
EDWARD E. TALBERT

Mary A. Latham
WITNESS

Tammy L. Talbert
TAMMY L. TALBERT

STATE OF MARYLAND)
COUNTY OF CARROLL) ss:

I HEREBY CERTIFY that before the undersigned, a Notary Public, personally appeared EDWARD E. TALBERT, 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, including 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 24 day of April, 1987.

Charles
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND)
COUNTY OF CARROLL) SS:

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared TAMMY L. TALBERT, 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, including 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 10th day of April, 1987.

Christine N. Cassell
NOTARY PUBLIC

My Commission Expires:
July 1, 1990

SHIRLEY V. PEDDICORD	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
TIMOTHY J. PEDDICORD	:	CARROLL COUNTY
Defendant	:	CASE NO. CV 3997

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 25TH day of August, 1987, that the Plaintiff, SHIRLEY V. PEDDICORD, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, TIMOTHY J. PEDDICORD; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, SHEILA M. PEDDICORD (born December 11, 1977), MICHAEL ALLEN PEDDICORD and TIMOTHY JAMES PEDDICORD (both born March 16, 1981) 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 subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Twenty-Five Dollars per week, per child, as child support subject to the further Order of this Court and subject to the following provisions of law:

Filed August 25, 1987

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

BOBBY LEE METZ	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SUE ANN METZ	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3963

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 25th day of August, 1987, that the Plaintiff, BOBBY LEE METZ, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, SUE ANN METZ; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby granted the guardianship and custody of the minor child, JENNIFER LYNN METZ (born September 24, 1977) 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 ORDERED, that the Stipulation entered into between the parties dated July 7, 1987 relating to child support, health insurance, life insurance and alimony be and the same is hereby made a part hereof as if fully set forth herein; and

filed August 25, 1987

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

BOBBY LEE METZ	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
vs.	*	FOR
SUE ANN METZ	*	CARROLL COUNTY
DEFENDANT	*	CAse #: CV 3963

* * * * *

STIPULATION

The above captioned parties having agreed between themselves and their respective counsel, it is this 7TH day of July, 1987, hereby stipulated as follows:

That custody of the minor child of the parties, namely, JENNIFER LYNN METZ, born September 24, 1977, be and the same is hereby granted to the Defendant, Sue Ann Metz, and it is further

AGREED AND STIPULATED:

That both parties shall be charged generally with the support and maintenance of said minor child; and it is further

AGREED AND STIPULATED:

That the Defendant, Bobby Lee Metz, will maintain Blue Cross Blue Shield Diagnosis 4 or equilivant health coverage on the daughter until such time that she becomes emancipated; and it is further

AGREED AND STIPULATED:

That the Defendant, Bobby Lee Metz, will carry a Fifty Thousand Dollar ($50,000.00) term life insurance policy with the daughter as irrevocable beneficiary until she reaches the age of 18 years or otherwise becomes emancipated; and it is further

Filed July 7, 1987

AGREED AND STIPULATED:

That both parties jointly waive their rights to alimony and any further rights they may have against the other with respect to the marital property act; and it is further

AGREED AND STIPULATED:

That the Plaintiff shall pay the court costs pertaining to this case.

Bobby L. Metz
BOBBY LEE METZ
Plaintiff

David S. Pearl
DAVID S. PEARL, ESQ.
Attorney for Plaintiff

Sue A. Metz
SUE ANN METZ
Defendant

Jack D. Leonard
JACK D. LEONARD, II, ESQ.
Attorney for Defendant

Luke K. Burns
JUDGE

PATRICIA ANN TRAVIS	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DAVID ROGER TRAVIS, SR.	*	CARROLL COUNTY
Defendant	*	Case No. CV3951

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

JUDGMENT OF LIMITED DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS ORDERED, this 25th day of August, 1987, by the Circuit Court for Carroll County, that the Plaintiff, PATRICIA ANN TRAVIS, be and is hereby granted a Limited Divorce from the Defendant, DAVID ROGER TRAVIS, SR.; and it is further

ORDERED, that the Plaintiff be and is hereby given the permanent care and custody of the minor children of the parties, and that the Defendant be and is hereby charged with a general duty to contribute to the support of the children; and it is further

ORDERED that visitation between the Defendant and the children shall be under the supervision of the Department of

Filed August 25 1987

Social Services or some other professional person who is satisfactory to that Agency; and it is further

ORDERED, that the Defendant shall be enjoined from visiting Plaintiff's residence without her prior permission and shall also be enjoined from harassing either her or the children and also from any interference in their daily activities, all subject to the further Order of this Court; and it is further

ORDERED, that the Defendant shall pay the costs of these proceedings as taxed by the Clerk of this Court.

Luke K. Burns Jr.
JUDGE

PATRICIA ANN TRAVIS	*	
Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	CARROLL COUNTY
DAVID ROGER TRAVIS, SR.	*	
Defendant	*	CIVIL NO. CV 3951

* * * * * * * * * * *

JUDGMENT OF ABSOLUTE DIVORCE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 15th day of NOVEMBER, 1988, by the Circuit Court for Carroll County, ADJUDGED, ORDERED AND DECREED that the Plaintiff, PATRICIA ANN TRAVIS, be and she is hereby granted an Absolute Divorce from the Defendant, DAVID ROGER TRAVIS, SR.; and it is further

ORDERED that the Plaintiff, Patricia Ann Travis, shall have the permanent care and custody of the parties minor daughter, Crystal Marie Travis, born July 26, 1981, with the following rights of visitation reserved unto the Defendant, David Roger Travis: Every other weekend from 6:00 p.m. Friday until 4:00 p.m.,

Sunday, beginning with the weekend of October 14th, 1988, all subject to the continuing jurisdiction of this Court, and it is further

ORDERED, that the minor child of the parties, David Roger Travis, Jr. is in the custody of the Department of Social Services pursuant to Juvenile Case, No. 7354 and as a result his custody is not an issue in this proceeding; and it is further

ORDERED that the Defendant, DAVID ROGER TRAVIS pay to the Plaintiff the sum of $75.00 per week for the support and maintenance of their minor children through the Bureau of Support, Department of Social Services for Carroll County; and it is further

ORDERED that:

(1) If the Defendant-Obligor accumulates support payments arrears amounting to more that 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as the Support Order is in effect; and

(3) Failure to comply with paragraph (2) of this subsection will subject the Obligor to a penalty not to exceed $250.00 and may result in the Obligor's not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that the Plaintiff, PATRICIA ANN TRAVIS be permitted to resume the use of her maiden name PATRICIA ANN BRACE, and it is further

ORDERED that the parties are to share equally the costs of this proceeding.

JUDGE

Approved as to form and content:

J. MICHAEL EARP
Attorney for the Plaintiff

WILLIAM MARQUAT
Attorney for Defendant

PATRICIA ANN BAILEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
BRIAN STEPHEN BAILEY	:	Carroll County
Defendant	:	Case No. CV 3535

JUDGMENT OF ABSOLUTE DIVORCE

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 25TH day of August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Patricia Ann Bailey, be and she is hereby granted an Absolute Divorce from the Defendant, Brian Stephen Bailey; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated July 9, 1984 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 these proceedings.

Luke K. Burns
Judge

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD
AUG 25 3 05 PM '87
LAW OFFICES

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 9th day of July, 1984, by and between BRIAN STEPHEN BAILEY ("Husband") and PATRICIA ANN BAILEY ("Wife").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on March 11, 1983, in Carroll County, Maryland. No children were born as a result of their marriage. The parties further note that at the time of their marriage, Husband's legal name was FOLTZ, and that his name was changed to BAILEY on February 27, 1984 pursuant to an order from the Circuit Court for Carroll County, Maryland (Equity no. 19951).

Differences have arisen between the parties and they are now and have been since June 29, 1984, 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 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 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 here of.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall 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

Pl. Exhibit No. 1

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, remises and releases to the other, any and all rights or interest 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 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, if any, either statutory or arising at common law, specifically including all claims, demands, and interest arising under Chapter 794, (1978) Laws of MD. 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 that 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. ALIMONY AND SUPPORT

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.

4. PERSONAL PROPERTY

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. The parties further agree that Husband shall retain his 1971 Ford Galaxie and 1972 Datsun 210 and shall be responsible for any outstanding liens, insurance premiums, tags, repairs or any other expenses associated with said vehicles; and that Wife shall retain her 1976 Dodge Van and 1982 Datsun 310 and shall be responsible for any outstanding liens, insurance premiums, tags, repairs or any other expenses associated with said vehicles.

5. REAL PROPERTY

The parties agree to and do hereby release each other from any statutory share, dower or courtesy interest which they may have in and to any property owned by the other party, or which may hereafter be acquired by either party.

The parties further agree that the residence used by the parties during their marriage, 2534 Stone Road, Westminster, Md., was acquired by Wife prior to their marriage, and is titled in Wife's name individually. Husband release all rights, if any he may have, of any kind or nature in said residence. The Wife shall be responsible for the outstanding monthly mortgage payments, all utilities, taxes, maintenance, insurance, and all other costs on said property.

6. DEBTS

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 debt or obligation.

7. HEALTH INSURANCE

Husband shall retain the Wife of his his insurance plan until a final divorce has been decreed.

8. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1984 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 taxes due thereon pro rata, in the same proportion that 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; 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 connectio- with his own income and deductions.

9. 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, adminsitrators 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 of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or may 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.

10. 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.

11. 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 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 agree to divide evenly between them all court costs, including Master's fees.

12. 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. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, release 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; 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 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 and incident to their marriage

E. Whenever the masculine gender is used herein, it shall also mean the femine 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 the 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 the year first above written.

WITNESS:

Christine A Goodacre — Patricia Ann Bailey (SEAL)
PATRICIA ANN BAILEY

Christine A Goodacre — Brian Stephen Bailey (SEAL)
BRIAN STEPHEN BAILEY

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 9th day of July, 1984 the above named PATRICIA ANN BAILEY AND BRIAN STEPHEN BAILEY, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Voluntary Separation and Property Settlement 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 their act and deed and that they have full understanding thereof.

AS WITNESS my hand and Notarial Seal

NOTARY PUBLIC

My commission expires: 7/31/86

DAWN ELAINE HARRISON	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MELVIN ROY HARRISON, SR.	:	Carroll County
Defendant	:	Case No. CV 3680

JUDGMENT OF ABSOLUTE DIVORCE

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 25th day of August, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Dawn Elaine Harrison, be and she is hereby granted an Absolute Divorce from the Defendant, Melvin Roy Harrison, Sr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Dawn Elaine Harrison, be and she is hereby awarded the guardianship and custody of Melvin Roy Harrison, Christina Dawn Harrison, and Valerie Ann Harrison, the minor children of the parties hereto, with the right unto the Defendant, Melvin Roy Harrison, 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 and ORDERED that the Defendant pay direct unto the Plaintiff, the sum of $100.00 per week for the three minor children of the parties except when Defendant has visitation with said children for more than a complete week at a given time, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section

10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ADJUDGED and ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated May 6, 1986 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 these proceedings.

Robert Burns
Judge

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 6th day of May, 1986 ~~1985~~, by and between Dawn Elaine Harrison, here and after referred to as the Wife, and Melvin Roy Harrison, Sr., here and after referred to as the Husband.

WHEREAS, the parties hereto were married on April 26, 1970, in a religious ceremony in Frederick, Maryland.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties did separate on or about November 3, 1985, with the intention of ending the marriage, and have done so since that date with the intention of ending the marriage; and

WHEREAS, three children were born of the marriage, namely, Melvin Roy, Jr., born march 20, 1971, Christina Dawn, born November 3, 1974, and Valerie Ann, born November 9, 1981, who are and have been in the care and custody of the wife since November 3, 1985; 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 here and after acquired by them, the parties deem it in their best interest to enter into this agreement to formalize said separation, to settle their respective property rights spousal support, maintenance, and counsel fees and other matters growing out of their marital relation; and

NOW, THEREFORE, in consideration of the mutual agreement of the parties, and the provisions contained herein for the benefit

Pl. Exhibit No. 1

of the parties, hereto, and other good and valuable consideration, the parties agree 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 hereinafter may have against the other, the same being hereby expressly reserved.

2. 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. In the event of any reconcilliation, either temporary or permanent, such reconciliation shall in no way effect the provisions of this agreement having to do with the settlement and disposition of the parties rights in their respective realty and personalty, unless a new agreement is entered into in writing mutually revoking and recinding this agreement entering into a new one.

4. Henceforth, each of the parties shall own, have and enjoy independant of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situated, 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 married.

5. The parties further hereto agree that by executing this document it is their intention, desire and contract, that in any divorce now pending or in any divorce action for absolute divorce instituted in any time hereafter bv either party, that the parties shall be bound by all terms hereof, and this agreement be incorporated into any judgement of divorce.

6. The parties hereto agree that each shall be responsible for his or her own attorney's fees and each hereby releases the other from any obligation to pay and other or further counsel fees on behalf of the other. Provided, however, that in the event of breech of this agreement, the breeching party shall be responsible for all counsel fees incurred by enforcing this agreement.

7. Each party 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.

8. No modification or waiver bv 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 breech or default hereunder shall be deemed a waiver of any subsequent breech or default.

9. 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.

10. The parties hereto further agree that all covenants, stip-

ulations, 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 the, whether so expressed or not.

11. With the approval of any court of competant juristiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this agreement shall be incorporated in any judgement of absolute divorce which may be passed by the Court. In the event the court shall decline to incorporate this agreement, or any provision thereof, in said judgement, then in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will never the less abide by and carry out all of the provisions thereof.

12. 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.

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

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

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 breech of this paragraph. The parties further agree that neither party shall charge or cost to permit to be charged to or against the other purchase or purchases which either of them may hereafter made 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 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 this agreement. Except as otherwise provided here in.

17. Except for the rights provided in this agreement, the parties or themselves and their respective heirs, personal representatives, assigns, due 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 the Annotated Code of Maryland, Family Law Article, 8-201 thru 8-213, or any ammendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicily of either of the parties, or any future change in the status 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 inactment 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 hereafter have any right, title, claim or interest in, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halfs or legal shares and widows or widowers 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. That parties hereto agree that the Husband or Wife shall own, have and enjoy, independant of any claim or right of either, any furniture, household goods and furnishings of the marriage, now located in their respective places of abode.

19. The parties agree that they may elect to file joint Federal and State of Maryland income tax returns for the year 1985 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 result in a lesser combined tax than would result from separate filing. In the event payment is due to a taxing authority, each party shall pay that propor-

tionate share of the tax due as shall be attributed to his or her respective earnings or income and each shall identify and hold harmless the other against any liability for his or her own proportionate share of said tax. In the event of a refund, each party shall receive that proportion share of the refund as shall be attributable to their respective incomes. The election allowed by this paragraph must be a joint decision subject to the veto of either party.

20. The parties hereto agree that their bank accounts and securties have been divided as of the signing of this agreement.

21. The parties agree to be solely responsible for any and all hospitalization and major medical coverage which he or she may desire. Each party shall be solely responsible for all medical costs not covered by their respective insurance. All life insurance on the parties shall be irrevokable changed to designate children as beneficiaries. Wife shall maintain health insurance on the children. Each party will be responsible for one-half (½) of all uncovered medical and dental expenses incurred by the children.

22. The Husband and Wife both waive any and all right to alimony, support and.or maintenance. This paragraph cannot be modified by the Court.

23. The Wife shall have sole custody of the minor children of the parties, namely, Melvin Roy, Jr., born March 20, 1971, Christina Dawn, born November 3, 1974, and Valerie Ann, born November 9, 1981.

24. That both parties shall be charged generally with the support of the minor children of the parties, namely, Melvin Roy, Jr., Christina Dawn, and Valerie Ann.

25. That the Husband shall continue to pay $100.00 per week

as child support.

26. That Husband shall be responsible for any bills from the Frederick Memorial Hospital as a result of a job related injury.

27. The Wife shall have all right, title and interest in the 1979 Ford Pinto Station Wagon. She shall be responsible for any outstanding liens, tags and insurance and other sums associated with the ownership and/or operation of the vehicle.

28. The Husband shall have all right, title and interest to the 1964 Ford Pinto. He shall be responsible for all outstanding leins, insurance, tags and other sums associated with the ownership and/or operation of the vehicle.

29. That reasonable and liberal visitation shall be allowed by agreement of the parties.

30. Each party hereto declares that he or she has read the aforegoing property settlement agreement and that he or she has the right to independant legal advice by counsel of his or her selection, that each fully understands the fact and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes that agreement to be fair, just and reasonable, and that each signs the agreement freely and voluntarily.

31. The Husband hereby acknowledges that Brian J. McNamara, Attorney for the Wife, prepared this agreement for her and advised the Husband of the necessity to seek independant legal counsel. Both parties hereby acknowledge that they fully understand the terms and conditions of this agreement, and each believes the agreement to be fair, just and reasonable, and each signs the agreement freely and voluntarily.

32. IN WITNESS WHEREOF, the parties here unto set their hand and seals the date first above written.

Dawn Elaine Harrison
Dawn Elaine Harrison

Melvin Roy Harrison Sr.
Melvin Roy Harrison, Sr.

Elaine M. Harris
Witness

STATE OF MARYLAND, COUNTY OF CARROLL, to wit;

I HEREBY CERTIFY that on this 16th day of May, 198 , before me the undersigned Notary Public personally appeared Dawn Elaine Harrison, 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 and property settlement agreement of the parties are true and correct as therein stated and acknowledge said agreement to be her act

AS WITNESS my hand and notorial seal.

Elaine M. Harris
Notary Public

My commission expires:

STATE OF MARYLAND, COUNTY OF ~~CARROLL~~ Washington, to wit;

I HEREBY CERTIFY that on this 25th day of March, 198 , before me the undersigned Notary Public personally appeared Melvin Roy Harrison, Sr., 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 and property settlement agreement of the parties are true and correct as therein stated and acknowledge said agreement to be his act

AS WITNESS my hand and notorial seal.

Dena H. Rodgers
Dena H. Rodgers

My commission expires:
MY COMMISSION EXPIRES JULY 1, 1986

EES/cer

ELIZABETH T. HAINES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
LEONARD C. HAINES	*	CARROLL COUNTY
Defendant	*	WESTMINSTER, MARYLAND
	*	CASE NO. CV 0206

* *

JUDGMENT

The above entitled cause having come on for hearing on the Counter-Complaint, the parties having appeared with counsel, testimony having been taken and considered, it is this 2nd day of September, 1987, by the Circuit Court of Carroll County, ORDERED, Adjudged and Decreed that LEONARD C. HAINES, Counter-Plaintiff be, and he is hereby granted an Absolute Divorce from ELIZABETH T. HAINES, Counter-Defendant; and

ORDERED, that Lisa Lynne Haines, minor child of the parties, be, and she is hereby placed in the care and custody of the Counter-Plaintiff; and

ORDERED, that Elizabeth T. Haines, Counter-Defendant, be, and she is hereby charged generally with the support of said minor child; and

ORDERED, that each party is denied alimony, counsel fees and monetary award by their express waiver thereof; and

ORDERED, that costs of these proceedings be paid by the Counter-Defendant.

Luke K. Burns
JUDGE

LYNN CAROL GRIMES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM JOSEPH GRIMES	*	CARROLL COUNTY
Defendant	*	Case No. CV 1337

* *

JUDGMENT

The parties hereto having appeared in Open Court as a result of Exceptions filed to the Report and Recommendation of Master T. Bryan McIntire, and the parties having reached agreement on all issues, it is this 3rd day of September, 1987, by the Circuit Court for Carroll County, ORDERED, ADJUDGED AND DECREED, that the Plaintiff, LYNN CAROL GRIMES, is divorced a vinculo matrimonii from the Defendant, WILLIAM JOSEPH GRIMES; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff is granted the care and custody of Jennifer Lynn Grimes, born May 29, 1978, and Todd Joseph Grimes, born February 3, 1982; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant will pay to the Plaintiff the sum of SIXTY DOLLARS ($60.00) per week per child for the support and maintenance of said minor children; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant shall have reasonable rights of visitation with the minor children of the parties; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the following agreements entered by the parties on the record shall be incorporated fully herein and made part of this Judgment:

1. The Defendant shall transfer to the Plaintiff any and all interest that he may have in property known as 1047 Muller Road, Westminster, Maryland 21157.

2. The parties hereto will obtain a mutually agreeable real estate appraiser who will value the former marital residence located at 1047 Muller Road, Westminster, Maryland. Based on the appraised value and the formula as set forth herein, Plaintiff will execute a Note to Defendant for an amount derived from said formula, said Note to bear simple interest at the rate of six per cent (6%) annually and be due and payable five (5) years from the date of this order or at such time as said marital residence is sold, whichever shall first occur.

The face amount of said Note will be determined pursuant to the following formula: From the appraised value obtained by the parties, an amount equal to five and one-half per cent (5 1/2%) of said appraised value will be subtracted from the appraised value. Additionally, the amount of $3,000.00 will be subtracted from the figure derived by subtracting 5 1/2% from the appraised value. From this amount, the amount of the existing Mortgage as of August 2, 1987, on said property will be subtracted. The face amount of the Note will be for one-half (1/2) of the remaining figure derived from the formula set forth above.

3. The Defendant will contribute to Plaintiff's attorney's fees the amount of ONE THOUSAND DOLLARS ($1,000.00). Said payments will be made directly by the Defendant to Plaintiff's attorney at the rate of One Hundred Dollars ($100.00) a month until said balance has been paid in full.

4. The Plaintiff will maintain medical insurance for the benefit of the minor children of the parties until November 1, 1987. At such time, the Defendant will be held responsible to obtain and maintain medical insurance benefits for the minor children of the parties. The parties will equally divide the cost of any uninsured medical expenses. Medical expenses will be defined to include optical and dental expenses.

5. The Defendant will maintain life insurance in an amount equal to that which he currently maintains, naming as the beneficiary of said policy a trust for the benefit of the minor children of the parties. The Defendant's obligation to maintain said policy will exist until such time as the youngest living child of the parties reaches the age of eighteen (18); and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff is to be paid, pursuant to this Order, a portion of the Defendant's benefits from the Defendant's Civil Service Retirement Plan, and it is further acknowledged by the Court that this Civil Service Retirement Plan is marital property; that said benefits are to be paid as follows:

A. The participant is the Defendant, William Joseph Grimes, Social Security No. 215-48-9113, who currently resides at 4311 Ridge Road, Mt. Airy, Maryland 21771; the alternate payee is the Plaintiff, Lynn Carol Grimes, Social Security No. 214-66-5535, who currently resides at 1047 Muller Road, Westminster, Maryland 21157.

B. There are no provisions for loans, assignments or cash surrenders of this Plan.

C. As a result of the finalization of the divorce between the parties in this order, the Plaintiff will be entitled to a percentage of each and every payment received by the Defendant pursuant to the following equation: One-half (1/2) x X/Y x the amount of each payment received by the Defendant. In the formula X = the number of years the parties hereto were married, said number being 12, and Y = the number of years of Federal service that the Defendant will have accumulated at the time of his retirement. Payments in the amount determined by the aforementioned formula shall be paid from the employee (the Defendant) retirement benefits.

D. The Plan will pay benefits to Lynn Carol Grimes in a form selected by her which is permitted by the Plan, provided that the form selected by her does not adversely affect William Joseph Grimes' selection of a form of benefit payment. To the extent permitted by law, Lynn Carol Grimes has the right to select the time of receipt of her benefits, provided that the time selected does not affect William Joseph Grimes' right to select the time his benefit commences or the amount of his benefit.

E. This assignment of benefits does not require the designated Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, nor does this assignment require the Plan to provide increased benefits (determined on the basis of actuarial value). This assignment does not require the Plan to provide benefits to an alternate payee, which is required to be paid to another alternate payee under another order previously determined to be a qualifying court order.

F. Jurisdiction over the parties and the subject matter is expressly reserved for the purpose of amending this Order to cause it to meet the definition of a qualifying court order in the event that this Order is determined by a Plan Administrator or any Court of competent jurisdiction not to meet that definition.

G. If for any reason the Plan Administrator rejects this Order as a qualifying court order, or if the Plan Administrator for any reason does not formally accept the Order as a qualifying court order within six (6) months of the date of receipt of such Order, either Defendant or Plaintiff, at any time thereafter, may petition the Court to determine an appropriate monetary award in lieu of that provided herein subject to the requirement that any such future monetary award be issued and paid only upon an "if, as and when received basis".

The parties agree to request the Court to reserve its power to make such a determination and to request the Court to extend the time of such extension, and the parties hereby consent to the extension pursuant to Maryland Code, Family Law Article, Section 8-203(3)(i), (ii), (iii); and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the child support order set forth herein constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this order, subject to the conditions set forth in the Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that if the Defendant accumulates support arrearages amounting to more than thirty (30) days of support, he shall be subject to earnings withholdings; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant shall notify the Court within ten (10) days of any change of address or employment so long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the parties hereto will divide equally the costs of these proceedings as taxed by the Clerk of the Circuit Court.

Luke K. Burns
JUDGE

APPROVED AS TO FORM:

MARC G. RASINSKY
Attorney for Plaintiff

William J. Grimes
WILLIAM JOSEPH GRIMES
Defendant

Lynn Carol Grimes
LYNN CAROL GRIMES
Plaintiff

PHYLLIS JEAN DEVILBISS	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LARRY EDWARD DEVILBISS	:	Carroll County
Defendant	:	Case No. CV 1671

JUDGMENT OF ABSOLUTE DIVORCE

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 1st day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Phyllis Jean Devilbiss, be and she is hereby granted an Absolute Divorce from the Defendant, Larry Edward Devilbiss; and

It is further ADJUDGED and ORDERED that the Plaintiff, Phyllis Jean Devilbiss, be and she is hereby awarded the guardianship and custody of Christa Ann Devilbiss and Larry David Devilbiss, the minor children of the parties hereto, with the right unto the Defendant, Larry Edward Devilbiss, 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 and ORDERED that the Defendant pay direct unto the Plaintiff the sum of $75.00 per week per child, for a total of $150.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant

on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payments arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated April 27, 1987, and filed in this cause of action, be and it is hereby approved and incorporated,but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant shall pay the remaining one-half thereof.

Luke K. Burns
Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 27th day of April 1987, by and between LARRY EDWARD DEVILBISS, hereinafter called "Husband", and PHYLLIS JEAN DEVILBISS, hereinafter called "Wife".

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on January 12, 1973 in Carroll County. Two children were born to them as a result of their marriage, namely, Christa Ann Devilbiss, born July 7, 1974; Larry David Devilbiss, born August 9, 1976, hereinafter referred to as Children. Differences have arisen between the parties and they are now and have been since June 5, 1985, 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 minor Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the 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 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. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties

Pl. Exhibit No. 1

of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall 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 hereafter 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 relation with the other, or to exert or demand any right to reside in the home of he 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 joined in matrimony.

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 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 or her property as if he/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 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 Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, 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 or her shall pass by his/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.

3. CHILD CUSTODY and VISITATION.

A. Wife shall have the care and custody of the parties' minor Children, subject however, to reasonable visitation rights by the Husband.

B. Neither party shall come to the premises of the other for visitation without a prior telephone call or otherwise making prior arrangements. Husband and Wife shall keep the other advised of any changes of residence, addresses, and telephone numbers.

4. CHILD SUPPORT.

A. Husband shall pay to Wife, for support and maintenance of the Children the sum of Seventy-five ($75.00) Dollars per week per Child, until the first to occur of any of the following events with respect to each of the Children, individually: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child becoming self-supporting, or (4) the Child's arrival at the age of eighteen (18) years.

B. Wife shall be allowed to claim the Children as deductions on her Federal and State Income Tax Returns.

5. ALIMONY AND SUPPORT. 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. INSURANCE.

A. Health Insurance. Husband agrees to maintain his existing medical insurance policies, with coverage for the Wife until the parties have been granted an absolute divorce, and for each of the Children until the age of eighteen (18) years.

B. Automobile Insurance. The parties shall be solely responsible to pay the premium for automobile insurance on the vehicles, hereinafter conveyed to be theirs solely and exclusively. Each party shall hold and save the other harmless from the expenses which they covenant to pay in this paragraph, and shall indemnify each other from any liability therefor.

7. REAL PROPERTY.

The following property is titled in the name of the Husband or in the names of the parties, as tenants by the entireties, and is hereinafter collectively called the "Property:"

(a) 1952 Stone Road, Carroll County, Westminster, Maryland 21157 Liber C.C.C. No. 453, folio 55 Dated: April 18, 1969 Titled: Husband's name only

(b) Same (± 3.619 acres adjoining a. above) Liber C.C.C. No. 528, folio 703 Dated: December 8, 1972 Titled: Husband's name only

(c) Mt. Hope Road, Hamiltonville Township, Adams County, Pennsylvania Book 316, Page 1150 Dated: January 17, 1975 Titled: Husband and Wife

(d) Phillips Pasture and/or Phillips Choice, Meekins Neck or Tarr Bay, Hoopers Island Election District, Golden Hill, Dorchester County, Maryland Liber P.L.C. No. 198, folio 238 Liber P.L.C. No. 198, folio 243 Liber P.L.C. 245 (right-of-way) Dated: December 28, 1976 (all) Liber P.L.C. No. 199, folio 277 (Indenture) Dated: March 24, 1977 Titled: Husband's name only

(e) R 209 Greenwood Street, Carroll County, Westminster, Maryland 21157 Liber C.C.C. No. 439, folio 599 Dated: June 1, 1968 Titled: Husband's name only

(f) Same (± .037 acre adjoining e. above) Liber C.C.C. No. 656, folio 536 Dated: March 16, 1977 Titled: Husband and Wife

Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest, if any, in and to all of the Property, 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 assume any and all costs of transfer including recording fees, documentary stamps, transfer tax and attorney fees. Husband shall be solely responsible to pay the liens or mortgages, if any, and all other expenses of the Property, including, but not limited to, water and utility bills, real property taxs, telephone bills, and insurance premiums on the

property, improvements and contents, the cost of pest control, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Property as his solely and exclusively, free and clear of any interest of Wife. Upon the sale of any of the Property at any time, the proceeds of sale shall be and remain solely and exclusively to Husband, free and clear of any interest of Wife.

8. PERSONAL PROPERTY

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. Prior to the execution of this Agreement, the parties divided 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 stocks, bonds, or other

securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

C. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1986 Ford Thunderbird automobile, now titled in her name. Said automobile may be subject to a loan. Wife hereby agrees to assume sole responsibility to pay said loan, if any, and Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indimnify Husband from any liability therefor. To effectuate the purpose of this paragraph, Husband ;shall execute and deliver such titles, assignments, and other documents and writings as may be necessary to affect the registration of said automobile in the Wife's name alone.

D. Husband shall retain as his sole and separate property, free from all claims of Wife, the following vehicles, now titled in his name.

(a) 1972 Ford Lincoln Title No. 7078707

(b) 1979 Ford Truck Title No. 8807084

(c)1975 Motor Home Title No. 10911274

(d) 1938 Ford Title No. 5292094

(e) 1973 Ford Truck Title No. 3358404

(f) 1961 Ford Title No. 1255352

(g) 1985 Ford Truck Title No. 12727164

(h) 1964 Chevrolet

Some of said vehicles may be subject to a loan. Husband hereby agrees to assume sole responsibility to pay said loan on said vehicles, if any, and Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. To effectuate the purposes of this paragraph, Wife shall execute and deliver such titles, assignments and other documents and other writings as may be necessary to affect the registration of said automobiles in the Husband's name alone.

E. Husband and Wife are the owners of Individual Retirement Accounts. Wife shall retain as her sole and separate property, free from all claims of Husband, the Individual Retirement Account titled in her name. Husband shall retain as his sole and separate property, free from all claims of Wife, the Individual Retirement Account titled in his name.

F. Husband and Wife are the owners of a certificate of deposit, Number 5000138, with the Westminster Bank and Trust Company of Carroll County, Maryland. Wife hereby transfers and assigns to Husband all of Wife's right, title and interest in and to the said certificate of deposit, and shall execute and deliver

such titles, assignments and other documents and writings as may be necessary to affect the transfer of said certificate of deposit to Husband alone.

G. Husband and Wife are the owners of Twenty-two (22) shares of the Public Service Company of Indiana, Inc., No. CS 54204, and Three Hundred (300) shares of the Public Service Electric and Gas Company, No. YY 299411. Wife hereby transfers and assigns to Husband all of Wife's right, title and interest in and to said stock, and shall execute and deliver such titles, assignments and other documents and writings as may be necessary to affect the registration of said stock in the Husband's name alone.

H. Husband is the owner of a life insurance policy with the United Insurance Company of America, policy No. 270931, and an insurance policy with the Hartford Insurance Company of America. Husband shall retain as his sole and separate property, free from all claims from Wife, the said insurance policies. Wife shall execute and deliver such titles, assignments and other documents and writings as may be necessary to affect the registration of said insurance policies in Husband's name alone. Husband agrees to name and maintain said minor Children as beneficiaries under said life insurance policies under tenure of his obligation to provide support of said minor Children.

I. Each of the parties shall retain, own, and enjoy as his or her sole and separate property, free from all claims of the other party, all property acquired individually before the

marriage, or acquired individually by inheritance or gift during the marriage.

9. BUSINESS INTERESTS: Husband is the owner of a business, that is, Westminster Transmission Service, R 209 Greenwood Avenue, Westminster, Carroll County, Maryland 21157. Wife hereby transfers and assigns to Husband all of Wife's right, title, and interest in and to said business and the assets thereof. Husband hereby agrees to assume sole responsibility for any and all liabilities of said company, whether in his name solely, or in the names of both parties. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband may conduct and carry on, free and clear of any interest of Wife, said business for his sole and separate benefit, and free from any control, restraint, or interference by Wife.

10. MARITAL PROPERTY SETTLEMENT.

In consideration for Wife's transfer to Husband of all her right, title and interest in and to the parties' marital property, both real and personal, as specifically mentioned in this Agreement and otherwise, Husband shall pay to Wife the sum of One Hundred Two Thousand Five Hundred Dollars ($102,500.00) within ninety (90) days from the date of this Agreement, or as soon thereafter as he can arrange for financing of said sum, time being recognized as of the essence in this Agreement.

11. DEBTS.

Except as otherwise expressly provided herein, 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.

12. 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, 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 exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), 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 of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now 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 widower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, 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 any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

13. 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 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.

14. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonable required to effectuate the purposes of this Agreement.

15. INCORPORATION IN DECREE. 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. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. 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.

16. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

17. 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 this 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.

18. VOLUNTARINESS AND ACKNOWLEDGEMENT. 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, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

19. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

20. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

21. 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, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

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

WITNESS:

_____ _____ (SEAL)
Larry Edward Devilbiss

_____ _____ (SEAL)
Phyllis Jean Devilbiss

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1987, the above-named Larry Edward Devilbiss, personally appeared before me 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 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.

_____
Notary Public

FRANK D. COLEMAN NOTARY PUBLIC CARROLL CO., MD.

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of Apr.' _____, 1987, the above-named Phyllis Jean Devilbiss, personally appeared before me 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 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.

_____
Notary Public

My Commission Expires: 7/1/90

ERIC J. CLARKE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PATRICIA A. CLARKE	*	CARROLL COUNTY
Defendant	*	Case No: CV2892

* * * * * * * * *

JUDGMENT OF ABSOLUTE DIVORCE

The above matter, having been tried by the Court on August 10, 1987, evidence having been produced, testimony having been received, Judgment is entered by the Circuit Court for Carroll County on this 1st day of SEPTEMBER, 1987, as follows:

1. DIVORCE: Plaintiff, Eric J. Clarke, is hereby divorced absolutely from Defendant, Patricia A. Clarke. Defendant's Cross-Complaint is dismissed.

2. CUSTODY: The Defendant, Patricia A. Clarke, shall have the care and custody of the minor children of the parties, namely, JESSICA AILEEN CLARKE, born August 13, 1975 and ERIC JONATHAN CLARKE, born July 6, 1978.

3. VISITATION: The Plaintiff, ERIC J. CLARKE, shall have visitation with the children as follows: every other weekend from Friday at 6:00 p.m. until Sunday at 8:00 p.m., two (2) weeks during the children's summer vacation, both children to be together at the same time, one-half (1/2) day of all holidays and alternating children's birthdays. The Plaintiff,

ERIC J. CLARKE, shall attend counseling with his infant child, JESSICA AILEEN CLARKE, by Mindy F. Schuman for a period of not to exceed three (3) months and that Ms. Schuman shall submit a report to counsel at the end of the three (3) month period with respect to her recommendations as to Plaintiff's visitation with the infant daughter of the parties.

4. ALIMONY: The parties agree that there will be a mutual waiver of alimony.

5. CHILD SUPPORT: The Plaintiff, ERIC J. CLARKE, shall pay to the Defendant, Patricia A. Clarke, as child support, the sum of $300.00 per month per child, a total of $600.00 per month. Said support shall terminate as each individual child reaches the age of eighteen (18) years or becomes married or self-supporting, whichever shall first occur.

6. MEDICAL EXPENSES: The Defendant, PATRICIA A. CLARKE, shall provide and pay all medical insurance and medical expenses for the children.

7. TAX EXEMPTIONS: Each of the parties shall be entitled to one (1) child as income tax exemption.

8. AUTOMOBILES: The Plaintiff, ERIC J. CLARKE, shall transfer the 1984 Chevrolet, now in his name, to the Defendant, PATRICIA A. CLARKE.

9. MARITAL PROPERTY: The parties agree that there will be a mutual waiver of marital property under Family Law Article 8-201.

10. MARITAL HOME: The Plaintiff, ERIC J. CLARKE, agrees to transfer all of his right, title and interest to the Defendant, PATRICIA A. CLARKE, of the marital home located at 527 Locust Avenue, Westminster, Maryland 21157, provided that the Deed will be transferred to the Defendant and that she will assume the balance of the mortgage due and that the Plaintiff, ERIC J. CLARKE, will be released from the mortgage by the mortgage carrier and that there will be a settlement of that property releasing him from any further obligation to pay. The Plaintiff further agrees to transfer all of his right, title and interest in the contents of the marital home.

11. COUNSEL FEES: The Plaintiff, ERIC J. CLARKE, shall pay to Thomas E. Hickman, attorney for Defendant, PATRICIA A. CLARKE, the sum of $500.00 for his counsel fees.

12. COURT COSTS: The Plaintiff, ERIC J. CLARKE, shall pay all open court costs for this divorce proceeding.

JUDGE

Approved as to content
and form:

MYRON L. WOLFSON
Attorney for Plaintiff

THOMAS E. HICKMAN
Attorney for Defendant

PATRICIA PARKER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
EDWARD D. PARKER, JR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3844

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 3rd day of ~~August~~ September, 1987, that the Plaintiff, PATRICIA PARKER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, EDWARD DAVID PARKER, JR.; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
SEP 3 3 00 PM '87
LARRY W. SHIPLEY
CLERK

DAVID ALDINE SHAFFER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
GALE CORRINE SHAFFER	:	Carroll County
Defendant	:	Case No. CV 3901

JUDGMENT OF ABSOLUTE DIVORCE

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 3RD day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, David Aldine Shaffer, be and he is hereby granted an Absolute Divorce from the Defendant, Gale Corrine Shaffer; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated July 1, 1987 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 these proceedings.

Luke K. Burns, Jr.
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
SEP 3 2 59 PM '87
LARRY E. SHIPLEY CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, is made this 1ST day of July, 1987 by and between DAVID ALDINE SHAFFER, of Carroll County, Maryland, herein called "Husband", and GALE CORRINE SHAFFER, 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 Anne Arundel County, Maryland, on January 18, 1969, 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 December 20, 1985, 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:

David Aldine Shaffer
Gale Corrine Shaffer

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

Pl. Exhibit No. 1

CHILDREN

That one child was born to husband and wife as a result of their marriage, namely, AMBERLY CORRINE SHAFFER, who is now married and emancipated and therefore no provisions will be set forth in this agreement for her custody, support or visitation.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement and in consideration of the premises, wife does 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, except as herein provided.

Wife hereby conveys, transfers and assigns unto husband all of her right, title and interest in and to the following horses:

David Allen Shaffer
Julie Corrine Shaffer

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

Princes Skip Hustle - stallion
Go Even Brighter - stallion
Bright Roamin - gelding
Plaudit Britecord - mare
Bardget - mare
Barbison Plaudit - mare
Plauditbriteamber - mare
1985 leopard (American Jiggalo x Plaudit Britecord) - colt
1985 leopard (Princes Skip Hustle x Bardget) - filly
1 donkey - "Sorrowful"
1 pony - "Billy"

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

Husband agrees to maintain wife on his Union Dental and Medical Plan until such time as the parties are absolutely divorced by a Court of competent jurisdiction.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

Husband agrees to assume full liability on, pay when due and save wife harmless on account of the debt to Commercial Credit Corporation in the approximate amount of $1,900.00 and the debt to the Westminster Bank & Trust Company in the approximate amount of $1,500.00.

MUTUAL RELEASE

David Allen Shaffer
Julie Corrine Shaffer

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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) Law of Md., including but not limited to any claim to use and posession 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.

REAL ESTATE

The parties jointly own certain improved real estate in Carroll County, Maryland, known as 3740 Millers Station Road, Manchester, Maryland 21102, (The Home). The Home is subject to the lien of a mortgage by Reisterstown Federal Savings and Loan Association, Reisterstown, Maryland. Within 15 days of the date of the execution of this Agreement, wife shall convey to husband, at husband's expense, all of her 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. Husband shall pay to wife for her interest in the home the total sum of Fifteen Thousand Dollars ($15,000.00) payable as follows:

The cash sum of Fifteen Thousand Dollars ($15,000.00) will be paid by husband to wife within five (5) days of the date of the execution of this Agreement or sooner if the Westminster Bank and Trust Company of Westminster, Maryland, will issue its check prior to that time. Said check

Said Wilson Shaffer
Fka Carrine Shaffer

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

will be held by a Trustee on behalf of wife following the settlement on July 1, 1987.

Husband shall be solely responsible to pay the first mortgage and any expenses of the home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the home, contents and the cost of pest control and all repairs and improvements thereto. Husband shall hold and save wife harmless from the expenses which he convenants to pay herein and shall indemnify wife from any and all liability therefore. Husband shall hold the home as his sole and exclusive property free and clear of any interest of wife except any interest she may have incident to the above note and mortgage. Upon the sale of the home at any time the proceeds of sale shall be and remain the sole and exculsive property of husband free and clear of any interest of wife; provided however, the note to wife shall be paid in full at time of settlement in connection with any such sale.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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

Said Wilson Shaffer
Fka Carrine Shaffer

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees 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 party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the

David Allen Shaffer
Sue Corinne Shaffer

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

parties does hereby irrevocably constitute and apppoint 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 convenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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

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

David Allen Shaffer
Sue Corinne Shaffer

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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

WITNESS:

(SEAL)
DAVID ALDINE SHAFFER

(SEAL)
GALE CORRINE SHAFFER

STATE OF MARYLAND)
)TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 1st day of July, 1987, the above-named DAVID ALDINE SHAFFER personally appeared before me 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 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.

Notary Public
My Commission Expires:
July 1, 1990

David Aldine Shaffer
Gale Corrine Shaffer

STATE OF MARYLAND)
)TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 1st day of July, 1987, the above-named GALE CORRINE SHAFFER personally appeared before me 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 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.

Notary Public
My Commission Expires:
July 1, 1990

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

TERRY LEE KILGALEN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOHN MICHAEL KILGALEN	*	CARROLL COUNTY
Defendant	*	Case No. CV4047

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

JUDGMENT OF LIMITED DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS ORDERED, this 3rd day of September, 1987, by the Circuit Court for Carroll County, that the Plaintiff, TERRY LEE KILGALEN, be and is hereby granted a Limited Divorce from the Defendant, JOHN MICHAEL KILGALEN; and it is further

ORDERED, that the Plaintiff be and is hereby granted the permanent care and custody of the minor child, Amber Jean Kilgalen, with the right of reasonable visitation reserved for the Defendant; and it is further

ORDERED that the Defendant, John Michael Kilgalen, shall pay unto Plaintiff, Terry Lee Kilgalen, child support in the amount of Forty-seven Dollars ($47.00) per week commencing on July 28, 1987, with all such payments to be made through the

Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that if the Defendant accumulates support payments arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding. He is required to notify this Court within ten (10) days of any change of address or employment so long as this support Order is in effect. Failure to notify the Court of a change of address or employment shall subject him to a penalty not to exceed Two Hundred Fifty Dollars ($250.00), and may result in his not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that the matter of alimony be reserved for further action by this Court in the matter; and it is further

ORDERED, that the Defendant shall pay the costs of these proceedings as taxed by the Clerk of Court.

Dale R. Burns
JUDGE

	*	
TERRY LEE KILGALEN	*	IN THE
Plaintiff	*	CIRCUIT COURT
	*	FOR
vs.	*	CARROLL COUNTY
JOHN MICHAEL KILGALEN	*	
Defendant	*	CASE NO. CV 4047

* * * * * * * * * *

JUDGEMENT OF ABSOLUTE DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings having been read and considered by this Court.

WHEREUPON, IT IS ORDERED, this 10th day of March, 1989, by the Circuit Court for Carroll County, that the Plaintiff, TERRY LEE KILGALEN, be and is hereby granted an Absolute Divorce from the Defendant, JOHN MICHAEL KILGALEN; and it is further

ORDERED, that no right of alimony shall accrue unto either of the parties hereto; and it is further

ORDERED, that the Plaintiff be and is hereby granted the permanent care and custody of the minor child, Amber Jean Kilgalen, with the right of reasonable visitation reserved for the Defendant, and it is further

Filed March 13, 1989

ORDERED that the Defendant, John Michael Kilgalen, shall pay unto Plaintiff, Terry Lee Kilgalen, child support in the amount of Forty-seven Dollars ($47.00) per week, all such payments to be made through the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that if the Defendant accumulates support payments arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding. He is required to notify this Court within ten (10) days of any change of address or employment so long as this support Order is in effect. Failure to notify the Court of a change of address or employment shall subject him to a penalty not to exceed Two Hundred Fifty Dollars ($250.00), and may result in his not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that the parties shall divide equally the costs of these proceedings as taxed by the Clerk of the Court.

JUDGE

TAMMY R. GILLIAM	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CRAIG S. GILLIAM	:	Carroll County
Defendant	:	Case No. CV 4216

JUDGMENT OF ABSOLUTE DIVORCE

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 3RD day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Tammy R. Gilliam, be and she is hereby granted an Absolute Divorce from the Defendant, Craig S. Gilliam; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated May 21, 1987 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 name of the Plaintiff, Tammy R. Gilliam, be and the same is hereby changed to Tammy Renee Hare, her maiden name before her marriage to the Defendant, Craig S. Gilliam;

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

RECEIVED for CIRCUIT COURT CARROLL CO., MD.
SEP 3 2 59 PM '87
LARRY W. SHIPLEY CLERK

Luke K. Burns, Jr.
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21 day of May, 1987, by and between Tammy R. Gilliam, hereinafter referred to as "Wife", and Craig S. Gilliam, hereinafter referred to as "Husband":

WITNESSETH:

WHEREAS the parties hereto are now Husband and Wife having been legally married by a civil ceremony on the 13th day of December, 1985, in Carroll County, Maryland.

WHEREAS there were no children born as a result of said marriage;

WHEREAS certain irreconcilable differences have arisen between said parties for which reasons they have voluntarily and mutually consented and agreed to separate and no longer reside together as Husband and Wife, said voluntary separation having occurred on or about April 23, 1986 and said separation having been continuous since that date, 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, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

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

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full

Pl. Exhibit No. 1

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:

FIRST: The parties agree that they have voluntarily agreed to separate and have separated on the 23rd day of April, 1986, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation and each agrees that they have lived separate and apart since that time.

SECOND: 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.

THIRD: 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.

FOURTH: 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.

FIFTH: 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 the 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 exculsive 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 own name, free and clear of any interest of the other.

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

SEVENTH: Except as otherwise expressly provided herein, 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 of the other party and will hold and save the other harmless and indemnify the other from any such debts or obligations.

EIGHTH: 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 founded on voluntary separation 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, 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 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 the Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancelation 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 the Agreement by the parties as result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

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.

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 herein 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 their spouse's 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 right 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.

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

TENTH: Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement

Agreement are not subject to any Court modification, with the exception of child custody, support and alimony provisions.

In the event that any of the provisions of this agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect. 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, if they so desire, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any agreement shall be binding upon the parties, except as hereinbefore stated.

ELEVENTH: This Agreement is executed in three (3) identical, original counterparts, each of which is complete in itself and may be introduced in evidence, proved, recorded, and used for any other purpose with out 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.

Kristi L. Buffington — Tammy L. Gilliam (SEAL)
WITNESS — TAMMY L. GILLIAM

Michael Earp — Craig S. Gilliam (SEAL)
WITNESS — CRAIG S. GILLIAM

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:
I HEREBY CERTIFY that on the 21st day of May, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Tammy R. Gilliam and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.
WITNESS, my hand and Notarial Seal.

J. Michael Eagan
Notary Public

My commission expires on July 1, 1990.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:
I HEREBY CERTIFY that on this 21st day of May, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Craig S. Gilliam and made oath in due from of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.
WITNESS, my hand and and Notarial Seal.

J. Michael Eagan
Notary Public

My commission expires on July 1, 1990.

FRANCIS C. TAWNEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DIANE S. TAWNEY	:	Carroll County
Defendant	:	Case No. CV 4297

JUDGMENT OF ABSOLUTE DIVORCE

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 3RD day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Francis C. Tawney, be and he is hereby granted an Absolute Divorce from the Defendant, Diane S. Tawney; and

It is further ADJUDGED and ORDERED that the Plaintiff, Francis C. Tawney, and the Defendant, Diane S. Tawney, be and they shall have joint custody of Jennifer Diane Tawney and Heather Lynn Tawney, the minor children of the parties hereby, with the children's principal residence being with Defendant, and with the right unto both Plaintiff and Defendant 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 and ORDERED that Plaintiff shall pay Defendant the sum of $45.00 per week per child, for a total of $90.00 per week, accounting from June 6, 1986, for an eighteen-month period, and thereafter shall increase child support to $57.50 per week per child, for a total of $115.00 per week, subject to the further Order of this Court; and

It is further ORDERED that Plaintiff shall maintain medical insurance for the children of the parties hereto, and that each party shall pay one-half of all uninsured medical expenses for said children, subject to the further Order of this Court; and

It is further ORDERED that Plaintiff shall pay Defendant alimony in the amount of $50.00 per week, accounting from June 6, 1986 for a period of eighteen months; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated August 2, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

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

Luke K. Burns
Judge

BRICE F. REPOLT	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CANDACE L. REPOLT	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4311

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 2nd day of ~~August~~ September, 1987, that the Plaintiff, BRICE F. REPOLT, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CANDACE L. REPOLT; and

IT IS FURTHER ORDERED, that the Plaintiff be and he is hereby granted the care and custody of the minor children of the parties, namely, JEREME BRICE REPOLT (born August 24, 1972) and JESSIE ALAN REPOLT (born July 3, 1975) subject to reasonable rights of visitation on the part of the Defendant and also subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 11, 1987 and filed in this case 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.

Luke K. Burns
JUDGE

THIS AGREEMENT, made this 11th day of June, 1987, by and between Candace L. Repolt, hereinafter referred to as "Wife", and Brice F. Repolt, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on February 17, 1984, in Nashua, New Hampshire. Two children were born as a result of a first marriage between the parties, namely, Jereme Repolt, born August 24, 1972, and Jesse Repolt, born July 3, 1975, hereinafter referred to as "Children" or "Child".

Differences have arisen between the Husband and Wife and they are now and have been since November 10, 1985 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 to this Agreement to formalize their voluntary separation and to settle all questions of the 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 promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, as of the effective date hereof.

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

1. Separation and Noninterference

The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without cohabitation, and having done so since November 10, 1985, do hereby expressly agree to continue to do so. Each party shall, as far as the law allows, be free from interference, authority, and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall interfere with or molest the other or endeavor in any way to exercise any marital relations with the other or to compel or endeavor to compel the other to cohabit or dwell with him or her.

2. Custody and Visitation

The children shall remain in joint legal custody. The Husband shall have the care and primary physical custody of the two minor children. However, in consideration of the children's future welfare and interests, the Wife shall retain her right to physical custody, with said right to be assumed only when appropriate, feasible, and by the mutual consent of both parties. Both parties will consult each other in matters involving the children's welfare. Neither parent shall move his/her residence out of the State of Maryland without prior consent of the other. The parties agree that the Wife shall have free and open visitation, at all reasonable times.

3. Debts

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

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

the name of or on behalf of each other, and except as provided herein, as to any debts or obligations incurred or contracted by them from and before and after the date of their separation, 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. If the Husband is called upon by a creditor of the Wife or a Court to pay or satisfy any debt or obligation of Wife, the Wife shall indemnify and hold the Husband harmless from any liability, payment or obligation arising out of such debt or obligation.

If the Wife is called upon by a creditor of the Husband or a Court to pay or satisfy any debt or obligation of Husband, the Husband shall indemnify and hold the Wife harmless from any liability, payment or obligation arising out of such debt or obligation.

4. Personal Property

Prior to the execution of this Agreement, the parties have divided their personal property. No further claim was made by either party as to items of personalty.

5. 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

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

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. Child Support

Husband and Wife agree that Husband shall be responsible for the maintenance and support of the Children. Wife shall have no duty of support for the minor Children of the marriage.

7. Counsel Fees and Court Costs

Husband agrees to be responsible for all counsel fees incurred in connection with the separation of the parties and their divorce. If a Petition for Absolute Divorce is drawn by either party against the other, the parties agree that the Husband shall be responsible for all court costs thereof, including any master's fees.

8. Waiver of Property Rights

Except as otherwise provided herein, each of the parties hereto, for himself or herself, and for 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 hereinafter acquire in the real, personal or property of the other. Each of the parties agrees to execute and deliver all deeds, releases, quitclaims 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 and thus this shall

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

be equivalent to a "General Release" 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. It is the intention of both and each of the parties that during their respective lifetimes they may deal with their respective and separate estates as if they were unmarried, and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case may be, free from any rights of inheritance, title or claim in the other party as if the parties at such time were unmarried.

9. Incorporation in Decree and Subsequent Divorce

With the approval of any Court of competent jurisdiction in which any divorce proceeding may be pending, or which may hereafter be instituted, the terms of this Agreement will 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 degree, the same shall not be merged in said decree, but such Agreement and all the terms thereof shall continue to be binding upon the parties and their respective

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

heirs, personal representatives and assigns.

Nothing herein contained shall be deemed to prevent either party from maintaining a suit for absolute divorce against the other in any jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit. However, in the event that any such action is instituted, each party shall be bound by all of the terms of this Agreement.

10. Documentation and Actions

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 property which either of the 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 terms and purposes of this Agreement.

11. Modification

The parties expressly acknowledge that the only provisions of this Agreement that are subject to modification by any court are the provisions contained regarding alimony, child support, child custody and visitation of the minor Children. All other provisions of this Agreement shall be forever binding between the parties except as stated herein or unless modified or waived by the parties. This Agreement can only be modified, rescinded or abrogated by a formal written instrument and not by the act of the parties.

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

12. Disclosure

The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that each party has had the opportunity for advice of counsel in the execution of this instrument. That the Husband is represented by Lawrence M. Stahl, Esquire, and that the Wife has been informed that she has the right to be represented by counsel and acknowledges that she is not represented by Lawrence M. Stahl, Esquire, nor has she received any advice, information, or any representation of any kind from Lawrence M. Stahl regarding this Agreement, and that no representation of fact of any kind have been made by either party to the other except as herein expressly set forth, that this Agreement contains the entire understanding of the parties.

13. Severance Clause

If any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, then the parties agree that all other provisions will nevertheless continue in full force and effect.

14. Construction

This Agreement shall be construed in accordance with the laws of the State of Maryland which are in effect at the time of the execution of this Agreement. This Agreement has been drafted and prepared by both parties and should not, in the event of a dispute, be interpreted against one party or another. Whenever the masculine gender is used herein, it shall also mean the female gender, where appropriate, and the plural shall mean the singular and vice versa, where appropriate.

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

IN WITNESS WHEREOF, the parties hereunto set their hands and affix their seals on this 11th day of June, 1987.

WITNESS:

Mary C. Gaffney

Karen M. Deathridge

Candace L. Repolt
CANDACE L. REPOLT

Brice Repolt
BRICE F. REPOLT

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

STATE OF ~~MARYLAND~~ New Hampshire, Town OF ~~BALTIMORE~~ Milford, TO WIT:

I HEREBY CERTIFY that on this 23 day of May, 1987, before me, a Notary Public, in and for the State and City/County aforesaid, personally appeared Candance Repolt, and she made oath in due form of law that the matters and facts set forth in the aforegoing Stipulation, with respect to the rights and responsibilities of the parties, are true and correct as therein stated, and acknowledged said Stipulation to be her act.

AS WITNESS my hand and notarial seal.

My Commission Expires:

March 9, 1988

May C. Gaffney
Notary Public

STATE OF MARYLAND, County OF ~~BALTIMORE~~ Carroll, TO WIT:

I HEREBY CERTIFY that on this 11 day of June, 1987, before me, a Notary Public, in and for the State and City/County aforesaid, personally appeared Brice F. Repolt, and he made oath in due form of law that the matters and facts set forth in the aforegoing Stipulation, with respect to the rights and responsibilities of the parties, are true and correct as therein stated, and acknowledged said Stipulation to be his act.

AS WITNESS my hand and notarial seal.

My Commission Expires:

My Commission Expires July 1, 1990

Joyce J Kalb
Notary Public

EDELSTEIN & STAHL, P.A.
ATTORNEYS AT LAW
THE TITLE BUILDING
SUITE 402
110 ST. PAUL STREET
BALTIMORE, MD. 21202

JUDY ANN SCHNEIDER	*	IN THE
PLaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOSEPH MARION SCHNEIDER	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 3996

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

JUDGMENT OF DIVORCE

The captioned matter having come on for hearing on September 3, 1987, and testimony having been taken, the premises having been considered, and the parties having agreed to certain terms on the record in open court, it is, therefore, this 14TH day of September, 1987, by the Circuit Court for Carroll County,

ORDERED that the Plaintiff, JUDY ANN SCHNEIDER, be and she is hereby granted an Absolute Divorce from the Defendant, JOSEPH MARION SCHNEIDER; and it is further

ORDERED that the Plaintiff, JUDY ANN SCHNEIDER, be and she is hereby awarded the guardianship and custody of JAMIE LYNN SCHNEIDER, the minor child of the parties hereto, subject to the continuing jurisdiction of this Court; and it is further

ORDERED that the Marital Settlement Agreement entered into by the parties hereto, dated March 10, 1986, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, in this Judgment, with the exception of paragraph 8 thereof, relating to visitation; and it is further

Filed September 14, 1987

ORDERED that the Defendant, JOSEPH MARION SCHNEIDER, shall have no visitation with the said minor child pending final resolution of Criminal Case No. 10472, State vs. Joseph M. Schneider, in the Circuit Court for Carroll County, at which time, if the Defendant shall seek visitation with the minor child, the parties shall attempt to reach an agreement regarding said visitation, and, if they shall be unable to reach such an agreement, the Defendant shall petition this Court for review of this issue; and it is further

ORDERED that the Defendant, JOSEPH MARION SCHNEIDER, shall pay unto the Plaintiff, JUDY ANN SCHNEIDER, the sum of TWENTY DOLLARS ($20.00) per week as support of the said minor child, subject, however, to the agreement of the parties to reevaluate this matter after resolution of the aforesaid Criminal Case, and if the parties are unable to reach an agreement, the Plaintiff shall be entitled to petition this Court for review of this issue at that time; and it is further

ORDERED that Count Two, Count Three, and Count Four of the Plaintiff's Complaint for Absolute Divorce and Other Relief be, and they are hereby, dismissed; and it is further

ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Sections 10-120 et seq.; and it is further

ORDERED that if the Defendant accumulates support payment arrearages amounting to more than 30 days of support, he shall be subject to

earnings withholding; and it is further

ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.

Luke K. Burns, Jr.
- J U D G E -

APPROVED:

JoAnn Ellinghaus-Jones
Attorney for Plaintiff

Bradford Carney
Attorney for Defendant

JEJ/jmt/4562

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 10th day of March, Nineteen Hundred and Eighty-Six, by and between JOSEPH MARION SCHNEIDER, whose present mailing address is 2815 Snydersburg Road, Hampstead, MD 21074, hereinafter called "Husband", and JUDY ANN SCHNEIDER, whose present mailing address is 2617 Old Fort Schoolhouse Road, Hampstead, MD 21074, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Harford County, State of Maryland, on the 20th day of February, 1982.

The parties have mutually agreed to voluntarily separate and did so on February 15, 1986, 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 of 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 February 15, 1986.

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.

PLAINTIFF'S EXHIBIT 1 (DCW) 9/3/87 WJM

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 CHILDREN

(5) The care and custody of the minor child born of this marriage; namely, JAMIE LYNN SCHNEIDER, born March 17, 1985, shall be with and remain with the Wife.

SUPPORT OF MINOR CHILDREN

(6) The Husband shall pay unto the Wife the sum of TWENTY DOLLARS ($20.00) per child, per week. Said payments shall commence on the 15th day of February, 1986. 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 CHILDREN'S MEDICAL EXPENSES

(7) Husband shall maintain his present medical insurance for the benefit of the minor child for so long as he is obligated to support her

under paragraph 6 hereof. The parties shall share equally all medical and dental expenses which are not covered by said insurance.

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.

Husband presently has in his possession a television antenna and a heater, both of which are the property of Wife's father, David Fringer, Sr. Husband shall return these items to Mr. Fringer upon the first to occur of the following: (a) Husband obtaining his own antenna and heater; (b) Husband moving from his present residence; or (c) the arrival of warm weather in the Spring of 1986.

MOTOR VEHICLES

(11) The 1977 Dodge Aspen automobile presently titled in the Wife's name shall remain the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and she may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate.

The 1984 Ford Ranger automobile presently titled in the Husband and Wife'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 he 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 of Ford Motor Credit Corp., 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.

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

(12) 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

(13) Husband shall assume responsibility for the payment of the parties' debts to Montgomery Wards and Norwest Finance. Within one year from the date hereof, Husband shall renegotiate the Norwest Finance loan, as well as the Ford Motor Credit Corp. loan referred to in paragraph 11 hereof, in

his name alone. Wife shall assume responsibility for the payment of the parties' debts to Visa and J.C. Penney. Each party shall indemnify and hold the other harmless from any claim or actions filed against one as the result of an obligation hereby assumed by the other.

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

(14) 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 the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and 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

(15) 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

(16) 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.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(17) 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

(18) 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.

INTERPRETATION

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

VOLUNTARY EXECUTION

(20) 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 7th day of March, Nineteen Hundred and Eighty-Six.

WITNESS — JOSEPH MARION SCHNEIDER (SEAL)

Robyn E. Schaefer WITNESS — Judy Ann Schneider JUDY ANN SCHNEIDER (SEAL)

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

I HEREBY CERTIFY that on this 7th day of March, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH MARION SCHNEIDER, 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.

Notary Public - Commission Expires 7/1/86

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

I HEREBY CERTIFY that on this 10th day of March, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JUDY ANN SCHNEIDER, 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.

ROBYN E. SCHAEFER NOTARY PUBLIC CARROLL CO., MD.

Robyn E. Schaefer
Notary Public - Commission Expires 7/1/86

JAMES FRANK JANOWITZ	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SUSAN DENISE JANOWITZ	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3641

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9TH day of September, 1987, that the Plaintiff, JAMES FRANK JANOWITZ, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, SUSAN DENISE JANOWITZ; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns J. JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 10 11 14 AM '87
LARRY W. CROPLEY CLERK

JOHN DENNIS GENTZEL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOAN HELM GENTZEL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4354

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9TH day of ~~August~~ September, 1987, that the Plaintiff, JOHN DENNIS GENTZEL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JOAN HELM GENTZEL; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated January 31, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, JOAN ELIZABETH HELM; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns J. JUDGE

Filed September 10, 1987

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1986, by and between Joan Gentzel, hereinafter called "Wife", and John Gentzel, hereinafter called "Husband".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 1, 1981, in Lancaster County, Pennsylvania. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since January 31, 1986, 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 counsel fees, their respective rights in the property or estate of the other, and in the 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 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. NON-WAIVER OF GROUNDS. 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

Pla #1
8/18/87

hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall 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 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 hereafter 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 relation 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 joined in matrimony.

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 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 or her 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 occuring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including al claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, 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 or her shall pass by his/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.

3. CUSTODY OF THE FAMILY PET.

That husband shall have the care and custody of the family pet (namely Greta) a mixed-breed Golden Retriever and German Shaphard canine. Wife will pay 50% of all expenses of Gretta and and will be allowed to visit with the dog at least once per week as long as reasonable and prior notice will be given to husband. Wife will also be entitled to take the dog for weekends

occasionally. Should husband decide to abandon the dog, then Wife shall be permitted to participate in the placement of the animal in a suitable living environment. Should wife elect to take the animal into her possession upon husband's abandonment, wife shall have that right as well.

4.. ALIMONY AND SUPPORT. 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.

5. REAL PROPERTY.

A). The parties own, as tenants by the entireties, improved premises in Carroll County, known as 3443 Jim Bowers Road, Westminster, hereinafter called the "Home".

B). The Home is subject to the lien of a mortgage.

C). Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment

or other documents which may be reasonable necessary for the conveyance of such right, title and interest.

C). Husband shall pay to Wife, for Wife's interest in the Home, the total sum of two-thousand dollars and no cents ($2,000.00), payable in cash on or before January 30, 1987 and evidenced by a confessed judgement promissory note to be executed simultaneously with the execution of this agreement.

D). Husband shall assume any and all costs of transfer, including recording fees, documentary stamps, transfer tax, and attorney fees.

E). 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 and the cost of pest control, and all repairs and improvements.

F). Husband shall hold and save Wife harmless from the expenses and mortgage which he covenants to pay herein, and shall indemnify Wife from any liability therefor.

G). Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife.

H). Upon sale of the Home at anytime, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

6. PERSONAL PROPERTY.

A). Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all personal property as indicated on Exhibits One and Two atttached hereto and made a part hereof.

B). Wife shall retain as her sole and separate property, free from all claims of Husband, the 1983 Subaru automobile.

C). Said automobile is subject to a loan at Westminster Bank and Trust.

D). Wife hereby agrees to assume sole responsibility to pay said loan, and Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor.

7. DEBTS.

A). 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.

8. 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, 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 exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), 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 of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now 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 widower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, 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 any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. 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 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.

10. FURTHER ASSURANCE. Each of the parties agree to execute such other and further instruments and to perform such acts as may be reasonable required to effectuate the purposes of this Agreement.

11. INCORPORATION IN DECREE. 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. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. 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.

12. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

13. 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 this 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.

14. VOLUNTARINESS AND ACKNOWLEDGEMENT. 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, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

15. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

16. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

17. 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, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

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

WITNESS:

Cliff B. Alli
L. Catherine Brett

Joan Helm Gentzel (SEAL)
Joan Gentzel

John Dennis Gentzel (SEAL)
John Gentzel

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 12 day of August, 1986, the above-named Joan Gentzel, personally appeared before me 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 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.

Notary Public

My Commission Expires: 7/1/89

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 12 day of August, 1986, the above-named John Gentzel, personally appeared before me 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 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.

Notary Public

My Commission Expires: 7/1/89

MARCIA SHAWN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LARRY E. BROWN, JR.	:	Carroll County
Defendant	:	Case No. CV 4197

JUDGMENT OF ABSOLUTE DIVORCE

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 9th day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Marcia Shawn, be and she is hereby granted an Absolute Divorce from the Defendant, Larry E. Brown, Jr.; and

It is further ADJUDGED and ORDERED that the Property Settlement Agreement by and between the parties hereto, dated October 10, 1986 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 these proceedings.

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 10 11 15 AM '87
LARRY W. SHIPLEY CLERK

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, made and entered into this the 10th day of October, 1986, by and between LARRY EUGENE BROWN, JR., hereinafter referred to as "Husband", and MARCIA SHAWN, hereinafter referred to as "Wife":

WHEREAS, the parties to this property settlement agreement have been heretofore married, but now certain unfortunate differences have arisen, by reason of which, Husband and Wife separated on the 26th day of April, 1986, and have lived separate and apart continuously and without interruption since that time and there appears to be no reasonable expectation of a reconciliation; and

WHEREAS, the parties hereto are desirous of entering into a property settlement agreement for the purpose of fixing their personal and property rights and effecting a full and final settlement between them as to all matters now existing by reason of their marriage heretofore solemnized; NOW, THEREFORE,

WITNESSETH: That for and in consideration of the premises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the parties do mutually covenant and agree as follows:

1) REAL ESTATE: Wife agrees to transfer to Husband all of her right, title and interest in the 11.5 acres, more or

HUDSON & CLARK
ORNEYS AT LAW
S. WEST STREET
PER, VIRGINIA 22701

Pl. Exhibit No. 1

less, situate, lying and located in Culpeper County, Virginia, presently held in Husband and Wife's names. In exchange for this transfer, Husband shall pay to Wife the sum of Two Thousand Six Hundred Fifty Dollars ($2,650.00), which shall be paid in seventeen (17) equal monthly installments of One Hundred Fifty Dollars ($150.00), with such payments to being November 1, 1986 and continue on the 1st day of the month thereafter until the 18th and final payment of One Hundred Dollars ($100.00). This obligation of Husband shall be secured by a third deed of trust encumbering said property for the benefit of Wife, subject to approval of first and second deed of trust noteholders, should such approval be required by the terms of said deeds of trusts. Should either noteholder not consent in writing to the third deed of trust to secure wife, wife will accept a note not secured by a deed of trust. In connection herewith Husband agrees to sign all notes, deeds of trust and other documents upon request of Wife. Husband agrees to assume any and all debts, obligations and liabilities in connection with said property and Husband shall hold Wife harmless from and against all claims, demands, losses, expenses and liabilities of any kind or nature whatsoever arising out of or in connection with said property.

Husband hereby released any and all right, title and interest that he may have in and to the five (5) acres, more or less, held in Wife's name as her sole and separate equitable estate and situate, lying and located in Fauquier County; and

HUDSON & CLARK
ORNEYS AT LAW
S. WEST STREET
ER, VIRGINIA 22701

Wife agrees to save Husband harmless and indemnify Husband against and for all claims, demands, losses, expenses and liabilities of any kind or nature whatsoever arising out of or in connection with said property.

2) PERSONAL PROPERTY: The parties hereto recognize that they have heretofore made an equitable separation of their personal properties and effects and that each has in his or her control at the time of execution of this document all such personal properties as belong to him or her. Execution of this agreement shall act to confirm and ratify the division heretofore made.

Husband shall be the sole owner of the pedigree dog named "Frodo". Wife shall be sole owner of the pedigree dogs named "Frodo, Jr." and "Lori". Husband agrees to safety keep Wife's dogs "Frodo, Jr." and "Lori" at the parties' property located in Culpeper County, and to provide food and maintenance and otherwise reasonably care for said dogs until October 31, 1987. Husband shall promptly notify Wife of any illness or injury to any of said dogs.

Wife shall retain possession of the 1986 Ford pickup truck and 1985 Ford pickup truck, both of which are presently titled in her name and they shall be her sole and separate property. Wife agrees to assume all obligations on said vehicles, and hold Husband harmless against and for all claims, demands, losses, expenses and liabilities of any kind or nature

T. HUDSON & CLARK
TTORNEYS AT LAW
S S. WEST STREET
PER, VIRGINIA 22701

whatsoever arising out of or in connection with said vehicles.

Wife shall transfer to Husband all of her right, title and interest in and to the 1982 Terry Taurus travel trailer presently titled in Wife's name. In consideration of said transfer, Husband shall pay Wife Two Thousand Five Hundred Dollars ($2,500.00) on or before November 1, 1986, the proceeds of which shall be applied to pay off the existing note originally executed for the purchase of the trailer. Wife shall thereafter transfer title to the trailer to Husband, free and clear of any liens.

3) JOINT DEBTS: The parties hereto recognize that they have mutually agreed upon a division of their joint debts and each agrees from this day forward neither shall incur indebtedness to the detriment of the other, except as is hereinafter provided.

The parties acknowledge there are no joint debts prior to date of the agreement, excluding a lien on the parties' real estate in Culpeper County, which Husband will assume. Husband will be solely responsible for any income tax due the Internal Revenue Service for 1983 through 1985, inclusive, resulting from previous claims by Husband for three dependent children, from a previous marriage, and ownership in his townhouse.

4) SPOUSAL SUPPORT: Each party does hereby release to the other any and all rights which he or she may have, now or in the future, for alimony, spousal support or financial assistance

AY, HUDSON & CLARK
ATTORNEYS AT LAW
S S. WEST STREET
PER, VIRGINIA 22701

and do hereby release each other from any and all claims for alimony and/or support and maintenance.

5) MUTUAL RELEASE: Husband does forever relinquish and release to Wife all rights, titles and interest which he now has or ever may have in and to the real, personal and mixed property of Wife, all right of curtesy, all rights, titles and interest which he now has or ever may have in and to the property or estate of Wife at her death, all right and interest to take against her will or under the intestate laws, and each and every other right, title and interest he now has or ever may have against Wife, her heirs, executors, administrators and assigns, excepting only every right that is given him in and by this agreement.

Wife does hereby forever relinquish and release to Husband all rights, titles and interest which she now has or ever may have in and to the real, personal and mixed property of Husband, all right of dower, all right, title and interest which she now has or ever may have in and to the property or estate of Husband at his death, all right and interest to take against his will or under the intestate laws, and each and every other right, title and interest she now has or ever may have against Husband, his heirs, executors, administrators and assigns.

The parties hereto agree to accept, and do hereby accept, the covenants and agreements herein contained in full, complete and final settlement of any and all claims and demands of every

AY. HUDSON & CLARK
ATTORNEYS AT LAW
18 S. WEST STREET
PEPER, VIRGINIA 22701

kind, whether the same be in law or in equity, which either may have against the other, and the parties do hereby agree that this agreement contains the entire undertaking between them and that there are no oral or written promises, inducements or agreements whatsoever between them, except as herein contained.

6) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other. Neither party shall molest, harass, annoy or in any way interfere with the other, and each of the parties hereto shall have complete and full independence of action and conduct in all business and social relations, and the public and private activities of each of them shall be entirely free from all restraint, supervision, control and censure by the other.

7) NO CONDONATION: The parties hereto do not, by this agreement or otherwise, condone any acts of misconduct which may have been committed by either of them against the other, and this instrument shall in no way be construed or considered as an agreement between said parties to obtain a divorce from the other.

8) FURTHER INSTRUMENTS AND ASSURANCES: Each party shall, at any time hereafter, take any and all steps to execute, acknowledge, and deliver to the other party any and all further instruments and assurances that may be reasonably required by the other, his or her heirs, executors, administrators and assigns, for the purpose of perfection of clear title to any property

HUDSON & CLARK
ORNEYS AT LAW
S. WEST STREET
ER, VIRGINIA 22701

referred to in this agreement and for the purpose of giving full force and effect to the intent of the covenants, conditions and agreements contained herein.

9) VOLUNTARY EXECUTION: The parties respectively acknowledge that each has had the opportunity to seek independent advice by counsel of his or her own selection, which such advice may or may not have been sought, and that based upon their own free will, each of them is signing this instrument freely and voluntarily.

10) INCORPORATION OF AGREEMENT IN DIVORCE DECREE: It is the desire and intent of the parties that this agreement and all its terms and provisions shall be ratified and approved by the court and incorporated in and made a part of any decree which may be entered by any court of competent jurisdiction to which either of the parties hereto may resort for purposes of divorce. The parties hereto agree that they will present this agreement to the court and request that it be ratified, affirmed and incorporated in and made an enforceable part of any decree or order entered therein, and the parties hereto further agree that neither of them will oppose such ratification, confirmation and approval.

11) BINDNG UPON HEIRS, ETC.: All covenants, promises, stipulations, agreements, and provisions herein contained shall apply to and bind the heirs, executors, administrators, personal represenatives, and assigns of the parties.

12) ENFORCEMENT: If either party defaults on any

HUDSON & CLARK
ORNEYS AT LAW
S. WEST STREET
ER, VIRGINIA 22701

provision of this Agreement, the defaulting party shall pay to the other any expenses incurred in any action for damages or enforcement based on said default, including but not limited to: attorney's fees, court costs, investigator's fees, and travel.

13) WRITTEN REVOCATION REQUIRED: This Agreement shall survive and be in full force and effect unless expressly revoked in writing by the parties, regardless of any reconciliation or temporary cohabitation of the parties.

14) NON-WAIVER OF DEFAULT: No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

15) SURVIVAL OF AGREEMENT: If a court of competent jurisdiction shall, at any time, hold that a portion of this Agreement is invalid, the remainder shall not be affected and shall continue in full force and effect.

16) SITUS: This agreement shall be construed and governed in accordance with the laws of the State of Virginia, and shall be subject to the provisions of Section 20-109.1 of the Code of Virginia of 1950, as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to duplicate originals hereof, one of which is retained by each of the parties, the day and year first above written.

(SEAL)
LARRY EUGENE BROWN. JR.

Y. HUDSON & CLARK
TTORNEYS AT LAW
S. WEST STREET
PER, VIRGINIA 22701

Marcia Shawn (SEAL)
MARCIA SHAWN

STATE OF VIRGINIA
COUNTY OF ~~CULPEPER~~ FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 1st day of DECEMBER, 1986, by Larry Eugene Brown, Jr.

My Commission expires: DECEMBER 14, 1987

Karol E. Bradford
NOTARY PUBLIC

STATE OF VIRGINIA
COUNTY OF CULPEPER, to-wit:

The foregoing instrument was acknowledged before me this 13th day of November, 1986, by Marcia Shawn.

My Commission expires: June 22, 1990

Sonya D. Bennett
NOTARY PUBLIC

RAY, HUDSON & CLARK
ATTORNEYS AT LAW
119 S. WEST STREET
LPEPER, VIRGINIA 22701

COLLEEN A. YEWELL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SCOTT L. YEWELL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3849

JUDGMENT OF LIMITED DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9TH day of ~~August,~~ SEPTEMBER 1987, that the Plaintiff, COLLEEN A. YEWELL, be and she is hereby granted a LIMITED DIVORCE from her husband, the Defendant, SCOTT L. YEWELL; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, NICHOLAS RICHARD YEWELL (born November 24, 1985) 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 further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay to the Plaintiff the sum of Ninety Dollars ($90.00) bi-weekly as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

Filed September 10, 1987

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the 1986 Mitsubishi automobile be declared the sole property of the Plaintiff; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Dale K. Burns J.
JUDGE

MARK J. BAUERLIEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARGARET M. BAUERLIEN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3734

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9TH day of ~~August~~ September, 1987, that the Plaintiff, MARK J. BAUERLIEN, be and he is hereby PARTIALLY DIVORCED from his wife, the Defendant, MARGARET M. BAUERLIEN; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, RACHEL LYNN BAUERLIEN (born March 24, 1983) 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 ORDERED, that the pertinent parts of the Separation Agreement between the parties dated April 20, 1987 and filed in this case 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.

Dale K. Burns J.
JUDGE

Filed September 10, 1987

MARK J. BAUERLIEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARGARET M. BAUERLIEN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3734

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 22nd day of July, 1988, that the Plaintiff, MARK J. BAUERLIEN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARGARET M. BAUERLIEN; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, RACHEL LYNN BAUERLIEN (born March 24, 1983) 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 continuin jurisdiction of this Court; and

IT IS FURTHER ORDERED, that both parties are hereby charged generally with the support of said child; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated April 30, 1987 and filed in this case be and the same are hereby made a

Filed July 25 1988

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 April, 1987, by and between MARK J. BAUERLIEN, of Carroll County, Maryland, herein called "Husband", and MARGARET M. BAUERLIEN, 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 9, 1983, 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 December 26, 1986, 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

Plaintiff's 8/18/89

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:

CHILDREN

That the care, custody and control of the child born of this marriage, namely, RACHEL LYNN BAUERLIEN, born March 24, 1983, shall be with and shall remain with the husband, provided, however, that there shall be liberal and reasonable rights of visitation to wife. It is further agreed that husband will not deny any reasonable requests for visitation made by wife.

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.

It is agreed by and between the parties that each party shall be generally charged with the support of the minor child.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does 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, except as herein provided.

It is agreed by and between the parties that wife will transfer to husband any and all interest she may have in a 1978 Nova automobile. It is further agreed that husband will indemnify and hold wife harmless regarding the transfer and ownership of said vehicle.

It is further agreed by and between the parties that husband will transfer to wife any and all interest he may have in a 1986 Camaro automobile. It is further agreed that wife will indemnify and hold husband harmless regarding the transfer and ownership of said vehicle.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execu-

tion and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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. 296 (1984) Law 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees 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 or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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, having had the opportunity to secure 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 to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

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

WITNESS:

Patricia A. Weller — Mark J. Bauerlien (SEAL)
MARK J. BAUERLIEN

Barbara L. McGrath — Margaret M. Bauerlien (SEAL)
MARGARET M. BAUERLIEN

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 30th day of April, 1987, the above-named MARK J. BAUERLIEN personally appeared before me 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 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.

Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 30th day of April, 1987, the above-named MARGARET M.

BAUERLIEN personally appeared before me 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 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.

Barbara L. McGrath
Notary Public
My Commission Expires: 7/1/90

JOELLE CATHERINE REESE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
THOMAS DANIEL REESE	:	Carroll County
Defendant	:	Case No. CV 2941

JUDGMENT OF ABSOLUTE DIVORCE

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 9th day of September, Nineteen Hundred and Eighty-~~six~~seven, that the above-named Plaintiff, Joelle Catherine Reese, be and she is hereby granted an Absolute Divorce from the Defendant, Thomas Daniel Reese; and

It is further ADJUDGED and ORDERED that the Plaintiff, Joelle Catherine Reese, be and she is hereby awarded the guardianship and custody of Daron Daniel Reese, the minor child of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 27, 1985 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 and ORDERED that the Defendant shall have the right of visitation with said minor child pursuant to Paragraph 3--"CHILD CUSTODY AND VISITATION" of said Agreement, subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of $50.00 per week toward the

Filed September 10, 1987

support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Sections 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment so long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 24th day of October, 1985, by and between JOELLE CATHERINE REESE, hereinafter called "Wife," and THOMAS DANIEL REESE, hereinafter called "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 4, 1979, in Carroll County, Maryland. One (1) child was born to them as a result of their marriage, namely, DARON DANIEL REESE, born April 4, 1981, hereinafter referred to as "Child." Differences have arisen between the parties and they are now and have been since July 29, 1985, 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 minor Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the 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 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. NON-WAIVER OF GROUNDS. 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.

Pl. Exhibit No. 1

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall 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 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 hereafter 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 joined in matrimony.

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 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 or her 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 Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, 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 or her 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 parties' minor Child, subject however, to visitation rights by the Husband as follows: (1) On the second and fourth weekends of every month, beginning on any such weekend on Friday evening at 6:00 p.m. and ending on Sunday evening at 6:00 p.m. (2) For a two-week continuous period during each Summer of each calendar year. (3) On every other of the following holidays; New Years Eve and Day, Easter, Memorial Day Weekend, July Fourth, Labor Day Weekend, Thanksgiving, and Christmas. (4) At such other times by agreement between the parties. Neither party shall come to the premises of the other for

visitation without a prior telephone call or otherwise making prior arrangements. Husband and Wife shall keep the other advised of any changes of residence, addresses, and telephone numbers.

4. CHILD SUPPORT. Husband shall pay to Wife, for support and maintenance of the Child, the sum of Fifty Dollars ($50.00) per week, 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.

5. ALIMONY AND SUPPORT. 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. INSURANCE.

Automobile Insurance. Each party shall be solely responsible to pay the premiums for automobile insurance on the automobiles, hereinafter conveyed to each party respectively, and

each party shall hold the other harmless from the expenses which they covenant to pay in this paragraph, and shall indemnify each other from any liability therefor.

7. REAL PROPERTY. The parties own, as tenants by the entireties, unimproved land in Carroll County, and more particularly described as all that lot or parcel of land situate, lying, and being Southeast of Mount Ventus Road #1, Sixth Election District of Carroll County, Maryland, and conveyed to the parties herein by a Deed dated February 15, 1982, and recorded among the Land Records of Carroll County in Liber 803, folio 443, etc., hereinafter called the "Lot." The Lot is subject to the lien of a mortgage. The parties agree to list the Lot for sale with a real estate broker to be selected by agreement of the parties, or their counsel, within fifteen (15) days from the date of this Agreement. Either party shall have the right to accept, on behalf of both parties, any offer to purchase the lot at a price of or exeeding Eighteen Thousand Dollars ($18,000.00). The parties may accept any other offer only by agreement between them. Upon the sale of the Lot, the net proceeds of sale shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commission, and/or attorney's fees incurred in connection with the sale, (b) all expenses of sale and closing costs, and (c) the mortgage.

8. PERSONAL PROPERTY.

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. Prior to the execution of this Agreement, the parties divided 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 stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

C. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1982 Chevrolet Chevette automobile, now registered in the names of both parties, or in the name of the Husband alone. To effectuate the purpose of this paragraph, Husband shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the registration of said automobile in the Wife's name alone.

D. Husband shall retain as his sole and separate property, free from all claims of Wife, the Ford Mustang automobile, now registered in the names of both parties, or that of the Husband alone. To effectuate the purpose of this paragraph, Wife shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the registration of said automobile in the Husband's name alone.

9. DEBTS. Husband shall assume responsibility for the debts listed in Exhibit A, attached hereto and incorporated herein by reference, contracted by the parties, for either of them, up to the date of this Agreement. Except as otherwise expressly provided herein, 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.

10. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for the calendar year 1985, and for any subsequent year during which the parties shall be

Husband and Wife and entitled under the applicable laws and regulations to file joint returns, 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 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; and each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions. The parties hereby agree to divide any refund in taxes received as a result of filing jointly Federal and State income tax returns pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year.

11. 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, 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 exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), 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 of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now 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, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, 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 any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12. 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 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.

13. FURTHER ASSURANCE. 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.

14. INCORPORATION IN DECREE. 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. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. 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.

15. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

16. RECONCILIATION. No continution, 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 this 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.

17. VOLUNTARINESS AND ACKNOWLEDGMENT. 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 marrige. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

18. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

19. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

20. 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, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein. The parties hereby agree to be bound by the terms of this Agreement, and expressly

void and revoke any and all property settlement and separation agreements heretofore executed, and especially such an Agreement executed between the parties and dated July 9, 1982.

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

WITNESS:

Barbara A. Davis — Joelle C. Reese (SEAL)
JOELLE CATHERINE REESE

Judith L. Ritchie — Thomas D. Reese (SEAL)
THOMAS DANIEL REESE

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 22nd day of August, 1985, the above-named JOELLE CATHERINE REESE, personally appeared before me 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 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.

BARBARA A. DAVIS NOTARY PUBLIC CARROLL CO., MD.

Barbara A. Davis
Notary Public

My Commission Expires:

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of Oct., 1985, the above named THOMAS DANIEL REESE, personally appeared before me 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 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.

NOTARY PUBLIC

Judith L. Ritchie
Notary Public

My Commission Expires: 7/1/86

EXHIBIT A

Husband shall be responsible for the following debts:

ITEM	AMOUNT
1. One-half (½) of the rent for Wife's apartment during attempted reconciliation period.	$345.00
2. One-half (½) of the gas and electric utility bill during attempted reconciliation period.	163.00
3. One-half (½) of the telephone bill during attempted reconciliation period.	60.00
4. One-half (½) of amount expended for food for the parties during attempted reconciliation period.	350.00
5. One-half (½) of the County Real Estate Property Tax for the said Lot	75.00
6. The total fee for pictures from the Olin Mills Studio, which pictures were procured at Husband's insistence.	50.00
TOTAL AMOUNT	$1,043.00

MARGARET E. STAHLEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LEROY S. STAHLEY	:	Carroll County
Defendant	:	Case No. CV 3505

JUDGMENT OF LIMITED DIVORCE FOR AN INDEFINITE PERIOD

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

WHEREUON IT IS ORDERED this 3RD day of SEPTEMBER, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff be and she is hereby granted a Limited Divorce for an Indefinite Period from the Defendant; and

It is further ORDERED that the matters agreed to between the parties at the hearing before the Master on August 19, 1987, be and they are hereby approved and incorporated herein, as follows:

1. That all personal property has been previously equally divided between the parties.

2. That the mobile home of the parties has been sold and the net funds from said sale have been placed in an escrow account and all joint debts of the parties as of September 2,1986 shall be paid from said escrow account with the remainder to be divided equally between Plaintiff and Defendant.

3. That Defendant shall pay Plaintiff $175.00 per month alimony, pendente lite, accounting from August 19, 1987.

4. That each party shall pay his or her own counsel fees.

5. That Defendant shall continue covering the Plaintiff on his Blue Cross/Blue Shield health coverages, pendente lite.

Filed September 4, 1987

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Judge

MARGARET E. STAHLEY	:	In the
Plaintiff and Counter-Defendant	:	Circuit Court
vs	:	for
LEROY S. STAHLEY	:	Carroll County
Defendant and Counter-Plaintiff	:	Case No. CV 3505

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 16th day of December, Nineteen Hundred and Eighty-seven, that the above-named Counter-Plaintiff, LeRoy S. Stahley, be and he is hereby granted an Absolute Divorce from the Counter-Defendant, Margaret E. Stahley; and

It is further ADJUDGED and ORDERED that the Counter-Plaintiff, LeRoy S. Stahley, pay unto Counter-Defendant, Margaret E. Stahley, alimony in the amount of $175.00 per month, and continue to cover Counter-Defendant on his Blue Cross/Blue Shield health coverage or like coverage provided such is available; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Counter-Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Counter-Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

Filed Dec. 17, 1987

It is further ORDERED that the Counter-Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Judge

JOYCE M. WILSON	* IN THE
	*
Plaintiff	* CIRCUIT COURT
	*
V.	* FOR
	*
ROBERT EUGENE WILSON	* CARROLL COUNTY
	*
Defendant	* Case No. CV 3721
	*

* *

JUDGEMENT OF ABSOLUTE DIVORCE

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 9th day of ~~August~~ September, 1987, that the above-named Plaintiff, JOYCE M. WILSON, be and she is hereby granted an Absolute Divorce from the Defendant, ROBERT EUGENE WILSON; and

It is further ADJUDGED and ORDERED that the Plaintiff, JOYCE M. WILSON, be and she is awarded the guardianship and custody of HEATHER MARIE WILSON, the minor child of the parties hereto; and

It is further ORDERED that the costs of these proceedings be and are hereby waived.

Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
SEP 10 11 15 AM '87
LARRY W. SHIPLEY
CLERK

BOOK 31 PAGE 837

LAURA JANE MILLER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
PHILLIP MORRIS MILLER	:	Carroll County
Defendant	:	Case No. CV 4100

JUDGMENT OF ABSOLUTE DIVORCE

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 3RD day of SEPTEMBER, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Laura Jane Miller, be and she is hereby granted an Absolute Divorce from the Defendant, Phillip Morris Miller; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated February 18, 1986 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 name of the Plaintiff, Laura Jane Miller, be and the same is hereby changed to Laura Jane Foster, her maiden name before her marriage to the Defendant; and

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

Judge

Filed September 4 1987

ELWOOD E. SWAM
1326 NORTH MAIN STREET
HAMPSTEAD, MARYLAND 21074

BOOK 31 PAGE 838

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 18th day of February, Nineteen Hundred and Eighty-Six, by and between PHILLIP MORRIS MILLER, whose present mailing address is Liberty Street, Westminster, MD 21157, hereinafter called "Husband", and LAURA JANE MILLER, whose present mailing address is 2822 Snydersburg Road, Hampstead, MD 21074, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 13 th day of February, 1981. No children were born as the result of this marriage.

The parties have mutually agreed to voluntarily separate and did so on February 2, 1986, 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 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 February 2, 1986.

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.

Exhibit No. 1

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.

WAIVER OF ALIMONY

(5) 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

(6) The parties have heretofore divided up their personal property to their mutual satisfaction. Husband shall be sole owner of the antiques received from his family, including three dressers, and an antique telephone, his personal effects, guns, and tools. 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

(7) The 1985 Ford Ranger automobile presently titled in the Husband and Wife's names shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he 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 of Ford Motor Credit Corp., 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. Wife hereby covenants and agrees that she shall make no claim(s) with regard to any motor vehicles solely titled in the name of Husband. Husband shall have the sole, full and aboslute use of and shall be solely liable for any and all expenses related to the use of any such motor vehicle, including, but not limited to, the carrying of not less than the acquired amounts of public liability insurance with regard to the use of any such motor vehicle presently owned by Husband or hereinafter acquired by Husband until thirty (30) days after a decree of absolute divorce between the parties hereto is entered, becomes final and unappealable.

The 1985 Ford Tempo automobile presently titled in the Husband and Wife's names shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and she 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 of Ford Motor Credit Corp., 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. Husband hereby covenants and agrees that he shall make no claim(s) with regard to any motor vehicle solely titled in the name of Wife. Wife shall have the sole, full and absolute use of and shall be solely liable for any and all expenses related to the use of such vehicle, including, but not limited to, the carrying of not less than the required amounts of public liability insurance with regard to the use of any motor vehicle presently owned by Wife or any other such motor vehicle hereinafter acquired by Wife until thirty (30) days after a decree of absolute divorce between the parties hereto is entered, becomes final and unappealable.

REAL ESTATE

(8) Wife and her mother, Gladys Jean Foster, are joint record owners of the real property and improvements known as 2822 Snydersburg Road Hampstead, MD. Husband hereby waives any and all right, title and interest he may now have or hereafter acquire in and to that real property. Wife shall assume responsibility for the payment of the debt owed to Mrs. Gladys Jean Foster (original amount $45,000.00), and she shall indemnify and hold the Husband harmless from any claim or actions filed against him as the result of said obligation.

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

(9) 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

(10) Husband shall assume responsibility for the payment of the loan from First National Bank in the names of Laura Miller and Gladys Foster. Wife shall assume responsibility for the payment of the parties' debts to Choice, Mastercard, Sears, J.C. Penney's, Bambergers, and Leggett. Each shall indemnify and hold the other harmless from any claim or actions filed against one as the result of any obligation hereby assumed by the other.

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.

INCOME TAX RETURNS

(11) Either party hereto agrees, if so requested by the other, to execute and file joint Federal and State income tax returns for the current year and for any subsequent years during which the said parties hereto are married. In this event, the liability for such joint return(s) shall be allocated according to the proportion of each party's liability on a separate return(s) bears to the total separate return liabilities of the parties. In computing his or her separate return liability, each party shall take into account such income, deductions, exemptions and credits as are in accordance with the then prevailing law and each party shall hold the other harmless for any liability incurred for failure to pay his or her proportionate share of such taxes.

Any refunds or deficiencies arising out of joint returns filed in accordance with the provisions of this Item 11 shall be allocated between the parties by recomputing each party's separate return liability and then reapplying the specified formula provided, however, that the tax payments made by either party for the year in question shall be taken into account in allocating any such refunds or deficiencies between the parties. The parties hereby agree to execute all documents and papers necessary to contest any deficiency or to prosecute any claim(s) for refund.

Wife agrees that Husband shall have the power to endorse any and all 'refund checks' drawn payable to the joint orders of the parties hereto provided Husband shall account for and pay over to wife, without delay and/or prior request by Wife, any part of the proceeds of any such 'refund' allocable to Wife as hereinabove provided.

WAIVER OF RIGHTS

(12) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and 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

(13) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees arising out of the Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Complaint for divorce against the other, and they further agree to divide equally all Court costs, including Master's fee, arising out of such a divorce action.

INCORPORATION OF AGREEMENT

(14) 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.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(15) 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

(16) 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.

INTERPRETATION

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

VOLUNTARY EXECUTION

(18) 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 18th day of February, Nineteen Hundred and Eighty-Six.

WITNESS — PHILLIP MORRIS MILLER (SEAL)

WITNESS — LAURA JANE MILLER (SEAL)

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

I HEREBY CERTIFY that on this 18th day of February, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PHILLIP MORRIS MILLER, 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.

Notary Public - Commission Expires 7/1/86

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

I HEREBY CERTIFY that on this 18th day of February, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LAURA JANE MILLER, 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.

JOANN ELLINGHAUS-JONES NOTARY PUBLIC CARROLL COUNTY, MD.

Notary Public - Commission Expires 7/1/86

BONITA GAIL COGHILL	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
STEVEN EDGAR COGHILL	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 4221

* * * * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the testimony was taken and considered by the Court:

WHEREUPON IT IS ORDERED this 9TH day of September, Nineteen Hundred and Eighty Seven, that the above-named Plaintiff, BONITA GAIL COGHILL, be and she is hereby granted an Absolute Divorce from the Defendant, STEVEN EDGAR COGHILL; and

IT IS FURTHER ORDERED that the Marital Settlement Stipulation agreed upon by and between the parties hereto, and read into the record of these proceedings on September 4, 1987 be reduced to writing by counsel, and filed in this cause of action, and upon receipt it shall be approved and made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED that the Defendant pay the remaining costs of these proceedings. Each party has agreed to waive the thirty-day Appeal period following this Judgment of Divorce.

Luke K. Burns, Jr.
JUDGE

Filed September 10, 1987

MARK JOSEPH MAYR	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KAREN HELEN MAYR	:	Carroll County
Defendant	:	Case No. CV 4226

JUDGMENT OF ABSOLUTE DIVORCE

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 3rd day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Mark Joseph Mayr, be and he is hereby granted an Absolute Divorce from the Defendant, Karen Helen Mayr; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated December 5, 1986 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 and ORDERED that the Plaintiff pay unto the Defendant, alimony in the amount of $500.00 per month for a period of fifteen months, accounting from January 1, 1987, pursuant to Paragraph 5 of the Agreement; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

Filed September 4 1987

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Judge

VOLUNTARY SEPARATION AND
MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 5th day of December, Nineteen Hundred and Eighty-Six, by and between MARK JOSEPH MAYR, whose present mailing address is 1602 Andylin Way, Sykesville, MD 21784, hereinafter called "Husband", and KAREN HELEN MAYR, whose present mailing address is 151 Smith Avenue, Westminster, MD 21157, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 24th day of April, 1982.

The parties have mutually agreed to voluntarily separate and did so on May 19, 1986, 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 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 May 19, 1986.

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.

Pl. Exhibit No. 1

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.

ALIMONY

(5) Husband shall pay unto the Wife the sum of FIVE HUNDRED DOLLARS ($500.00) per month as alimony. Said payments shall commence on ~~the date of this Agreement~~ January 1, 1987 and shall permanently cease upon (a) Wife's death, (b) Wife's remarriage, or (c) the expiration of fifteen (15) months ~~from the date of this Agreement~~, whichever shall first occur. In th event of the death of the wife, there is no obligation to pay to the estate or to any other person

KHM m/m
KHM m/m

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.

MEDICAL EXPENSES FOR WIFE

(6) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(7) 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, except that Wife shall be sole owner of all property listed on the schedule attached hereto.

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

(8) The 1980 Pontiac Trans Am 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 she may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate.

The 1985 Nissan Pick-Up Truck 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 he may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. The said motor vehicle is subject to a lien of $200.00, per month, and the Husand 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.

REAL ESTATE

(9) The parties own, as tenants by the entireties, the real property and improvements known as 1602 Andylin Way, Sykesville, Maryland

21784. From the date of this Agreement forward, Husband shall assume responsibility for the payment of all debts, mortgages, governmental charges, insurance expenses, etc., related to said property, and he shall indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligation. Upon payment in full to Wife as set forth in paragraph 12 hereof, Wife shall execute a warranty deed conveying all of her right, title, and interest in and to said home unto Husband. All costs and expenses of transfer shall be paid by Husband.

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

(10) 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

(11) Husband shall assume responsibility for the payment of the parties' debts to VISA and Johns Hopkins Applied Physics Lab Federal Credit Union, and he shall indemnify and hold the Wife harmless from any claims or actions filed against her as the result of said obligations. MJR

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.

MONETARY AWARD

(12) Husband presently has pension benefits through his employment with a value of $31,610.89. In consideration of Wife's waiver of all right, title, and interest in and to this pension and in further consideration of Wife's conveyance of her interest in the marital home unto Husband, Husband shall pay unto Wife the sum of FIVE THOUSAND DOLLARS ($5,000.00) as follows:

$1,000.00 shall be payable within one week of the execution of this Agreement.
$2,000.00 shall be payable within three weeks of the first payment.
$2,000.00 shall be payable on or before March 1, 1987.

INCOME TAX RETURNS

(13) Either party hereto agrees, if so requested by the other, to execute and file joint Federal and State income tax returns for the current year ~~and for any subsequent years during which the said parties hereto are married~~. In this event, the liability for such joint return(s) shall be allocated according to the proportion of each party's liability on a separate return(s) bears to the total separate return liabilities of the parties. In computing his or her separate return liability, each party shall take into account such income, deductions, exemptions and credits as are in accordance with the then prevailing law and each party shall hold the other harmless for any liability incurred for failure to pay his or her proportionate share of such taxes.

mjm
KNM

Any refunds or deficiencies arising out of joint returns filed in accordance with the provisions of this Item 13 shall be allocated between the parties by recomputing each party's separate return liability and then reapplying the specified formula provided, however, that the tax payments made by either party for the year in question shall be taken into account in allocating any such refunds or deficiencies between the parties. The parties hereby agree to execute all documents and papers necessary to contest any deficiency or to prosecute any claim(s) for refund.

Wife agrees that Husband shall have the power to endorse any and all 'refund checks' drawn payable to the joint orders of the parties hereto provided Husband shall account for and pay over to wife, without delay and/or prior request by Wife, any part of the proceeds of any such 'refund' allocable to Wife as hereinabove provided.

WAIVER OF RIGHTS

(14) 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 the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and 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

(15) 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

(16) 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

(17) 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.

(18) 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

(19) 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.

INTERPRETATION

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

VOLUNTARY EXECUTION

(21) 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 5th day of December, Nineteen Hundred and Eighty-Six.

WITNESS — Mark J. Mayr (SEAL) MARK JOSEPH MAYR

WITNESS — Karen Helen Mayr (SEAL) KAREN HELEN MAYR

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

I HEREBY CERTIFY that on this 5th day of December, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MARK JOSEPH MAYR, 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.

Notary Public - Commission Expires 7/1/90

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

I HEREBY CERTIFY that on this 5th day of December, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KAREN HELEN MAYR, 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.

JOHN ELLINGHAUS JONES NOTARY PUBLIC CARROLL CO. MD.

Notary Public - Commission Expires 7/1/90

SCHEDULE OF WIFE'S PROPERTY

1. "Salty" lamp
2. Fireplace knick-knacks
3. "Eagle" rug
4. Both rocking chairs
5. Both afghans
6. Kitchen table
7. Cookie jar
8. Spice rack
9. Big mixer
10. Copper kettle
11. Toaster
12. Kitchen wall hangings
13. Misha's basket
14. Dining room wall hangings
15. Living room clock & sconces
16. Hallway scents & candles
17. Pig
18. Weather station
19. Big lamp in bedroom
20. Wooden table in bedroom
21. Vacuum cleaner

TERRY LEE SPURRIER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DAVID WALTER SPURRIER	:	Carroll County
Defendant	:	Case No. CV 4566

JUDGMENT OF ABSOLUTE DIVORCE

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 15th day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Terry Lee Spurrier, be and she is hereby granted an Absolute Divorce from the Defendant, David Walter Spurrier; and

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

Luke K. Burns
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 15 12 08 PM '87
LARRY W. SHIPLEY CLERK

DONNA MARIE HAWK	*	IN THE
Plaintiff	*	CIRCUIT COURT
V.	*	FOR
ROBERT PATRICK HAWK	*	CARROLL COUNTY
Defendant	*	Case No. CV 1870

* * * * * * * * *

JUDGMENT FOR ABSOLUTE DIVORCE

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 15th day of September, Nineteen Hundred and Eighty-seven (1987), that the above-named Plaintiff, DONNA MARIE HAWK, be and she is hereby granted an Absolute Divorce from the Defendant, ROBERT PATRICK HAWK; and

It is Further ORDERED that custody of the minor child of the parties, namely TASHA MARIE HAWK, be and it is hereby granted to Plaintiff; and

It is further ORDERED that Plaintiff be restored use of her maiden name, DAVIS, and her name be changed to DONNA MARIE DAVIS; and

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

Luke K. Burns
JUDGE

Filed September 15, 1987

TAMMY LYNN ELLIS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JAMES PATRICK ELLIS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4149

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 15th day of September, 1987, that the Plaintiff, TAMMY LYNN ELLIS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JAMES PATRICK ELLIS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, JAMIN MICHAEL WEAVER (born February 25, 1981) and JESSE WILLIAM WEAVER (born September 5, 1982) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at all reasonable times and under proper circumstances, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay the sum of One Hundred Sixty-Four Dollars and Fifty Cents ($164.50) per month for the support and maintenance of said minor children pursuant to a Consent Order entered into by the Defendant dated October 28, 1986, sudject to the further Order of this Court and subject to the following provisions of law:

Filed September 15, 1987

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order in in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the aforesaid support and maintenance be paid to the Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and

IT IS FURTHER ORDERED, that the Plaintiff be restored the use of her maiden name, TAMMY LYNN WEAVER; and

IT IS FURTHER ORDERED, that the Defendant shall pay the costs of this proceeding as taxed by the Clerk of the Court.

Luke K. Burns
JUDGE

017

KENNETH NICHOLAS BESER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CAROL JEAN BESER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2681

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 15TH day of ~~August~~ SEPTEMBER, 1987, that the Plaintiff, KENNETH NICHOLAS BESER, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CAROL JEAN BESER; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, TODD MICHAEL BESER (born September 20, 1977) and NICHOLAS ANTHONY BESER (born August 31, 1979) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated June 29, 1987 and filed in this case 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.

Luke K. Burns
JUDGE

Filed September 15, 1987

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 24th day of June, 1987; by and between Kenneth Nicholas Beser (hereinafter referred to as "Husband") and Carol Jean Beser (hereinafter referred to as "Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on January 12, 1974 in Baltimore County, Maryland. Two children were born to them as a result of their marriage, namely, Todd Michael Beser, born September 20, 1977, and Nicholas Anthony Beser, born August 31, 1979 (hereinafter referred to as ("children"). Differences have arisen between the parties and they have agreed to separate on March 12, 1986, and to live separate and apart from one another in separate abodes, without cohabitation. This decision was made voluntarily and by mutual consent and 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 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 shall 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 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 MARITAL RELATIONSHIP 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 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 property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital 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 Marital Property Act, Md. Family

Law Code Ann. Section 8-201 through 8-213, as from time to time amended, 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. CUSTODY

3.1 The parties, after giving due consideration to all relevant factors, including those set forth herein, have agreed that it is in the childrens' best interest that the parties have joint custody of Todd and Nicholas, the children of the marriage. The parties shall have equal rights and responsibilities to the children and neither parties' rights shall be superior.

The parties agree to confer with each other and to share decision making authority as to important decisions affecting the welfare and upbringing of the children with a view towards arriving at decisions which will promote the best interests of the children. The parties will jointly decide the following matters:

a. The schools the children shall attend.
b. The religious instruction the children shall receive.
c. The health care the children shall receive.
d. The manner in which the children shall be disciplined.
e. The extra curricular activities of the children.
f. The extent of any travel of the children away from home.
g. Any other decisions affecting the children's growth and development.

3.2 The parties agree that in order to insure continuing association between the children and both parents, the children's physical custody shall be shared as follows:

a. <u>While School is in Session:</u>

Mondays and Wednesdays: The children shall be picked up from the bus stop by the Wife or her designee and she is to have them with her from that time until they go to school the next morning. Wife shall be responsible for getting the children to school on the mornings that she has the children with her.

Tuesdays and Thursdays: The children shall be picked up from the bus stop by their father or his designee and he is to have them with him from that time until they go to school the next morning. The Husband is responsible for getting the children to school on the days that they are with him.

Friday: The children shall be picked up from the bus stop by Wife or her designee and on Husband's weekend she is to have them with her until Husband picks them up at Wife's home.

Sick days and days off from school: If Wife is not working and Husband is working, the children shall be with Wife on these days.

Snow days: If Wife is not working and Husband is working, the children shall be with Wife. If the children happen to be at Husband's residence, the parties will make every reasonable effort to get the children to Wife's residence.

Weekend Visitation: The parties shall alternate weekends for visitation. The visitation period starts Friday after school and shall end when the parent provides transportation to the childrens' school on Monday morning. If the parent who has visitation for that particular weekend desires to go out overnight or away for that weekend, he or she is to give the other parent the first right to watch the children, instead of calling a babysitter.

Early School Closing: If schools close early due to inclimate weather and Wife is not working and Husband is working, the mother shall pick up the children from school and keep them with her until Husband can make arrangements to pick them up for his visitation. If Husband must leave the Baltimore area for work purposes, the children shall stay with the Wife.

b. Summer Schedule:

Husband or his mother shall have the children with him or her for a period of four (4) weeks, consisting of Monday through Friday, while the children are out of school. Husband shall also have the children on alternating weekends throughout their summer vacation. For an additional four (4) week period, Husband shall have the children on Monday and Tuesday of those four weeks. Husband shall provide transportation for these visits.

Wife shall have the children with her for the remaining summer vacation period.

c. Childrens' Home Base:

The parties agree that the Childrens' Home Base shall be in Carroll County. If one party decides to move from Carroll County, that party shall provide transportation for the children for visitation purposes. That party shall also be responsible for picking the children up from school and taking them to school during his or her period of visitation. If both parties move from the Carroll County area, then the parties will have to agree on a new Home Base for the children.

3.3 Miscellaneous:

a. That parties agree that during the time each of them has physicial custody of the children, that parent shall decide all routine matters concerning the childrens' welfare. The parties further agree to cooperate with one another in establishing a mutually supportive arrangement regarding such routine decisions.

b. The parties shall be informed at all times of the whereabouts of the children and each party shall notify the other immediately of any illness or emergency that may arise while the children are in his or her custody. If the other party cannot be reached, then the party who has physical custody of the children at the time shall make all decisions regarding that child's welfare.

c. The children shall not be removed from the State of Maryland for more than one (1) week without the consent of the other party.

d. In the event that either party re-marries, the parties' spouse shall be apprised of the terms of this Agreement and that party shall exert every reasonable effort to insure that his or her spouse honors and respects every term of this Agreement.

e. In the event of the death, incapacitation, or serious illness of either party, the physical custody of the children shall vest wholely and exclusively in the other party until the incapacitated or seriously ill party recovers.

4. CHILD SUPPORT

The parties agree to apportion expenses incidental to child rearing as follows:

4.1 Husband shall pay unto the Wife the sum of Twenty Dollars ($20.00) per week for the support of the children as of October 1, 1986. Said payments shall be made in the form of a direct deposit to Wife's checking account, unless otherwise agreed by the

parties, and shall commence immediately upon the execution of this Agreement. The child support shall cease: upon the death of any child or the Husband; the marriage of any child, the children becoming self-supporting; or, the childrens' arrival at the age of eighteen (18).

4.2 Husband agrees to maintain health and hospital insurance for the benefit of the children until they reach the age of eighteen (18), or until one of the contingencies stated in Paragraph 4.1 occur. Until such time as the events stated in Paragraphs 4.1 or 4.4 occurs, Husband shall pay all medical and dental expenses of the children not covered by insurance beginning from the date of the separation of the parties.

4.3 Until such time as the events stated in Paragraphs 4.1 or 4.4 occurs, Husband agrees to be responsible for the costs of the childrens' clothing, education, school supplies, toys, and extra curricular activities.

4.4 At the time of the signing of this Agreement, Wife is not gainfully employed, therefore, unable to contribute to the financial support of the children. Wife agrees that she will make every reasonable effort to secure meaningful employment. In order to secure that employment, Wife intends to re-enroll in college to obtain the necessary credits to enable her to become re-certified as a teacher. Once she has obtained those credits, Wife intends to secure employment as a school teacher. If for some reason, Wife is unable to secure said employment, she will make every effort to secure a full time job (thirty (30) hours or more per week) earning a salary comparable to a starting elementary public school teacher in Carroll County. Once Wife obtains and maintains such employment for a period of six (6) months, she will contribute to the childrens' medical expenses not covered by insurance, cost of clothing, education, school

supplies, toys, and extra curricular activies in such proportion as her income bears to that of Husband.

5. TAX RETURNS

5.1 The parties agree that for the calendar year 1986, they will file a joint tax return. If a refund is received from either the Federal or State Return, or both, it shall be the property of the Husband. If a balance is owed on either the Federal or State Return, or both, it shall be paid solely by the Husband. Until Wife begins working full time (thirty (30) hours or more per week) Husband shall be entitled to claim both children as dependents on his income tax returns. At such time as wife begins working full time (thirty (30) hours or more per week), she shall be entitled to claim one of the children as a dependent on her income tax returns.

6. SPOUSAL SUPPORT

6.1 Both parties hereby release and discharge the other party, absolutely and forever, for the rest of his or her life, from any and all claims and demands, past, present, and future, for alimony and support, both pendente lite and permanent.

6.2 The parties agree that Wife shall pay the college tuition necessary to have her re-certified as a teacher. Husband agrees to deposit One Thousand Five Hundred Dollars ($1,500.00) in an interest bearing account in the childrens' names, with he and the Wife as custodians. After such time as Wife has been employed full time (thirty (30) hours or more per week), pursuant to paragraph 4.4, for a period of six (6) months, Wife shall be entitled to that money. If Wife does not satisfy this contingency, then the money shall remain the property of the children. Wife agrees to become employed by September, 1988.

6.3 Husbond sholl mointoin Wife on his heolth insurance os long os his employer allows it. As of the date of Absolute Divorce, Wife agrees to reimburse Husband for any extra premium he must poy os a result of mointaining Wife on his policy after the divorce.

7. MARITAL RESIDENCE

7.1 The porties ore owners, os tenants by the entireties, of improved premises in Carroll County known as 703 Scottsdale Road, Westminster, Maryland 21157. The parties agree that they will immediately list this house for sale with a real estote agent of their mutual choosing. The parties agree to list the house for One Hundred Twenty Thousand Dollars ($120,000). The minimum offer that they will occept is One Hundred Thirteen Thousand Dollors ($113,000.00). The proceeds of the sale shall be equally divided after the following adjustments:

a. The outstanding mortgoge is poid.
b. Porties shall equolly divide the costs of the sole of the property.
c. The balance of the Sears bill as of March 12, 1986 shall be paid.
d. Wife sholl poy to Husbond one-holf (1/2) of all poyments mode to equity by him from March 12, 1986 until the dote of settlement.
e. Wife shall pay to Husband one-half (1/2) of the cost of the new well pump as well as one-half (1/2) of all repoirs thot must be made to the house in order to sell it. Wife shall be entitled to opprove those repoirs before she will be obligoted to pay for same.
f. Husband shall be given credit for the mortgage escrow account and tax adjustment, if any.
g. Husband shall pay to Wife all unpaid child support payments since October 1, 1986.

7.2 The parties ogree thot Husbond sholl moke oll mortgoge poyments on the marital residence ~~until the date of settlement~~ thru Oct 1987. It is ogreed by the porties thot Wife will contribute at the time of settlement, one-holf (1/2) of all poyments credited toward reduction of the principal (1/2 of oll poyments mode to equity) from March 12, 1987 ~~until~~ thru Oct 1987 if SETTLEMENT occurs During That period.

If the residence does not settle before the end of October 1987 ~~the date of settlement on the residence.~~ The parties ore unable to ogree whether Wife shall poy to Husbond, by woy of contribution, one-holf (1/2) of the entire mortgoge payment made by him from October 1, 1987 until dote of settlement on the residence, + the parties agreed to reserve determination of that issue until a later date.

8. PERSONAL PROPERTY

The parties agree to divide their personal property as follows:

Wife's Property:

o) Dining room set.
b) All silver.
c) All china (excluding china owned by Husband's mother).
d) All crystol.
e) Coke server.
f) Dining room table linens.
g) Electric frying pon.
h) All crafts made by Wife.
i) One half of all Christmos decorations.
j) Crib.
k) Microwave.
l) All personal effects and clothing of the Wife.
m) Nicholos' bedroom furniture, if it is not used by soid child, because it is from Wife's fother.

Husband's Property:

All of the remoining property contoined in the home sholl be the property of the Husband.

9. MARITAL PROPERTY:

9.1 Husbond is the owner of an employee sovings plon through his employer, Baltimore Gos & Electric. Husbond's vested volue of this employee sovings plon occount os of Februory 28, 1986 is approximately Fifteen Thousond Nine Hundred Twenty-Eight Dollars and Sixty-Nine Cents ($15,928.69). Husband ogrees to poy to Wife forty-five (45%) of the vested value of that plan, or Seven Thousand One Hundred Sixty-Seven

Dollars and Ninety-One Cents ($7,167.91), by paying Three Thousand Five Hundred Dollars ($3,500.00) to Wife at the time of the signing of this Agreement and Three Thousand Six Hundred Sixty-Seven Dollars and Ninety-One Cents ($3,667.91) on the date of the sale of the marital residence.

9.2 Husband is the owner of 321.279 shares of Baltimore Gas & Electric Stock through his employment. Wife is entitled to 1/2 or 160.639 of those shares. Husband shall cause the ownership of fifty percent (50%) of those shares that he is eligible to withdraw to be transferred to Wife, only, as soon as those shares become eligible for withdrawal and to provide Wife with the necessary certificates evidencing said ownership and to otherwise provide her with full access to said stock. Husband agrees not to do anything to deplete said stock to Wife's detriment.

9.3 The parties are owners of a Government Investors Fund containing 65.96 shares. Husband agrees to immediately transfer to Wife the value of one half (1/2) of that fund.

10. DEBTS

10.1 The parties are jointly indebted on a Sears bill. The balance of that Sears bill as of March 12, 1986 is _____. The parties agree to satisfy said bill out of the proceeds of the sale of their home.

10.2 Except as otherwise stated herein, each party shall assume all responsibility for debts contracted by himself or herself as of March 12, 1986, and each shall hold the other and save the other harmless from any and all liability therefore. Husband and Wife agree and covenant not to 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 the other.

10. LIFE INSURANCE

Husband is the owner of two (2) life insurance policies and Wife is the owner of one (1) life insurance policy. Husband agrees that on one of his life insurance policies, his will name the children as beneficiaries with Wife as Trustee. Husband agrees to keep that policy in effect until the youngest child attains the age of twenty-one (21) years. Wife agrees to name the children as beneficiaries on her policy with Husband to be named as Trustee. Wife agrees to keep that policy in effect until the youngest child attains the age of twenty-one (21) years.

11. 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 shall pay all court cost incurred by virtue of any pleading filed by that party. Any Master's fee shall be paid by the party requesting the Master's hearing. If either party is found by a court of competent jurisdiction to have violated any provision of this Separation Agreement then that party shall pay the court costs and all counsel fees of the aggrieved party.

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 and 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 have 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 an account on which the other is liable and each party convenants and agrees to idemnify the other and save him or her harmless from any liabilty for any obligation incurred by him or her.

13. 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. 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, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, 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, but not merged therein. It is further agreed that regardless of whether this 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 of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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 execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

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. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these convenants 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:

_____ _____ (SEAL)
KENNETH NICHOLAS BESER

_____ _____ (SEAL)
CAROL JEAN BESER

STATE OF MARYLAND, COUNTY OF Anne Arundel, To wit:

I HEREBY CERTIFY that on this 29th day of June, 1987, the above-named Kenneth Nichalas Beser personally appeared before me 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 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.

Kathy S. Shanahan
NOTARY PUBLIC

KATHY S. SHANAHAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF _____, To wit:

I HEREBY CERTIFY that on this 29 day of June, 1986, the above-named Carol Jean Beser personally appeared before me 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 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.

_____
NOTARY PUBLIC

My Commission Expires: 7/1/90

BONNIE MARLENE WAGENFER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
STEPHEN AUGUSTUS WAGENFER, SR.	:	Carroll County
Defendant	:	Case No. CV 4188

JUDGMENT OF ABSOLUTE DIVORCE

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 15th day of September, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Bonnie Marlene Wagenfer, be and she is hereby granted an Absolute Divorce from the Defendant, Stephen Augustus Wagenfer, Sr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Bonnie Marlene Wagenfer, be and she is hereby awarded the guardianship and custody of Dawn Renee Wagenfer and Stephen Augustus Wagenfer, Jr., the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated June 19, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that Defendant, Stephen Augustus Wagenfer, Sr., be and he shall have visitation privileges with the minor children of the parties as set out in said Agreement; and that Defendant shall pay Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services,

Filed September 15, 1987

P. O. Box 800, Westminster, Maryland, 21157, the sum of $37.50 per week, per child, for a total of $75.00 per week, payable bi-weekly, toward the support of the minor children of the parties, and, in addition thereto, shall pay one-half of any child care expenses for the summer time until the younger child attains the age of twelve; all subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Defendant, Stephen Augustus Wagenfer, Sr., assign to the Plaintiff, Bonnie Marlene Wagenfer, fifty per cent (50%) of his benefits, as of April 1, 1987, from the following retirement plan in which Defendant is a participant, and the following retirement plan will pay benefits to the Plaintiff, alternate payee; and

It is further ORDERED that the following information is provided with the intention that this Order qualify as a Qualified Domestic Relations Order (QDRO) for purposes of assigning said

retirement benefits of Defendant, Stephen Augustus Wagenfer, Sr., participant spouse, to Plaintiff, Bonnie Marlene Wagenfer, alternate payee:

1. The name of the Plan is: The Baltimore County Employees' Retirement System.
2. The name of the Plan Administrator is:
   Baltimore County Government
   c/o 169 Court House
   Towson, Maryland, 21204
3. The participant spouse is:
   Stephen Augustus Wagenfer, Sr.
   3905 Parkview Avenue, Apt. 23
   Baltimore, Maryland 21207
   Social Security No. 218-54-4587
4. The alternate payee is:
   Bonnie Marlene Wagenfer
   1923 Rawood Drive
   Hampton, Virginia 23663
   Social Security No. 215-60-3726
5. The alternate payee and the participant spouse were married on August 3, 1973 and are divorced as of the date of this Judgment of Absolute Divorce.
6. Benefits shall be paid from the Plan under the following formula:

A. Transfer of ownership of fifty per cent (50%) interest in participant's retirement benefits (contributions and interest accrued as of April 1, 1987) to be transferred to the alternate payee at the time of Absolute Divorce;

B. Transfer of ownership of said fifty per cent (50%) interest in participant's retirement benefits as of April 1, 1987 pursuant to the Annotated Code of Maryland, Family Law Article, Section 8-205, to a separate account for the alternate payee in her own name at the time of Absolute Divorce.

7. This assignment of benefits does not require the designated Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan. This assignment does not require the Plan to provide increased benefits (determined on the basis of actuarial value). This assignment does not require the Plan to provide benefits to an alternate payee which are required to be paid to another alternate payee under another Order previously determined to be a Qualified Domestic Relations Order.

8. The participant, the alternate payee, and the Court intend this Order to be a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, Pub. L. No. 98-397.

9. This Order is issued pursuant to the Annotated Code of Maryland, Family Law Article, Section 8-205 which relates to marital property, as defined therein between spouses and former spouses in actions of divorce.

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

Rule K. Burns
Judge

retirement benefits of Defendant, Stephen Augustus Wagenfer, Sr., participant spouse, to Plaintiff, Bonnie Marlene Wagenfer, alternate payee:

1. The name of the Plan is: The Baltimore County Employees' Retirement System.
2. The name of the Plan Administrator is:
   Baltimore County Government
   c/o 169 Court House
   Towson, Maryland, 21204
3. The participant spouse is:
   Stephen Augustus Wagenfer, Sr.
   3905 Parkview Avenue, Apt. 23
   Baltimore, Maryland 21207
   Social Security No. 218-54-4587
4. The alternate payee is:
   Bonnie Marlene Wagenfer
   1923 Rawood Drive
   Hampton, Virginia 23663
   Social Security No. 215-60-3726
5. The alternate payee and the participant spouse were married on August 3, 1973 and are divorced as of the date of this Judgment of Absolute Divorce.
6. Benefits shall be paid from the Plan under the following formula:

A. Transfer of ownership of fifty per cent (50%) interest in participant's retirement benefits (contributions and interest accrued as of April 1, 1987) to be transferred to the alternate payee at the time of Absolute Divorce;

B. Transfer of ownership of said fifty per cent (50%) interest in participant's retirement benefits as of April 1, 1987 pursuant to the Annotated Code of Maryland, Family Law Article, Section 8-205, to a separate account for the alternate payee in her own name at the time of Absolute Divorce.

7. This assignment of benefits does not require the designated Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan. This assignment does not require the Plan to provide increased benefits (determined on the basis of actuarial value). This assignment does not require the Plan to provide benefits to an alternate payee which are required to be paid to another alternate payee under another Order previously determined to be a Qualified Domestic Relations Order.

8. The participant, the alternate payee, and the Court intend this Order to be a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, Pub. L. No. 98-397.

9. This Order is issued pursuant to the Annotated Code of Maryland, Family Law Article, Section 8-205 which relates to marital property, as defined therein between spouses and former spouses in actions of divorce.

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

Judge

CV4188

SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 19th day of June, 1987, by and between STEPHEN WAGENFER ("Husband") and BONNIE WAGENFER ("Wife").

STATEMENT

The parties were married by a civil ceremony in Howard County, Maryland, on August 3, 1973. They have two (2) children born as a result of the marriage, namely, DAWN RENEE WAGENFER, born April 21, 1978; and STEPHEN WAGENFER, JR., born February 8, 1980. On or about January 30, 1987, the parties separated and have continuously since that time lived separate and apart, without cohabitation. The parties intend that this Agreement determine, except to the extent expressly hereafter set forth, all questions of property rights, maintentance, support, alimony, child custody and child support and other rights of either party growing out of their marriage relation or otherwise, without regard to whether or not any decree of divorce may be obtained by either party.

AGREEMENT REGARDING
CUSTODY AND SUPPORT OF CHILDREN

Custody and Visitation

Wife shall have the care and custody of the minor children of the parties.

Pl. Exhibit No. 2

Filed July 30, 1987

Husband shall have the right to visit the children every other weekend day between the hours of 9:00 a.m. and 5:00 p.m. Holidays shall be shared equally between the parties. The following days and/or periods of time shall be deemed holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and Easter Sunday. Each party shall be entitled to the care and custody of the children on alternate holidays, said arrangement to be reversed every other year so that each of the parties shall assume the care and custody of the children on the same holiday once every two (2) years. The parties shall make efforts to celebrate jointly and harmoniously the birthdays of the children. The parties understand that the Husband's schedule may require changes in said visitation as set forth herein and the parties understand that visitation shall be flexible and shall be in consideration of Husband's work schedule. It is 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. The parties shall cooperate to the fullest extent possible to effectuate this intent. Each party will keep the other advised from time to time of his/her then residence and telephone number.

In the event that the Wife leaves the State of Maryland to live elsewhere, the parties agree to the following rights

to visitation by Husband: Husband shall have the right to visit the children in the area in which the children live from 9:00 a.m. Saturdays to 6:00 p.m. Sundays. Husband shall be responsible for traveling to such area for the purposes of visitation. Wife agrees to bring the children to the State of Maryland for visitation with the Husband on alternating weekends* from the hours of 9:00 a.m. on Saturdays to 6:00 p.m. on Sundays. The parties understand that the Husband's schedule may require changes in said visitation as set forth herein; and the parties understand that visitation shall be flexible and shall be in consideration of Husband's work schedule. It is 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. The parties shall cooperate to the fullest extent possible to effectuate this intent. Each party will keep the other advised from time to time of his/her then residence and telephone number.

i.e. every fourth week-end...

Because of the distance that could be imposed in the event the Wife leaves the State of Maryland, it is understood that the weekend visitation is not intended to limit visitation during periods of time that are deemed to be holidays as set forth above. It is understood, however, that such distances may affect the ability of the Husband to visit during such holidays. It is, therefore, understood that

visitation on such holidays shall be observed by the parties as often as possible in light of the distances that will exist between the parties' respective residences.

Decisions Regarding Children's Welfare

The parties from time to time shall consult regarding the emotional, moral, educational, physical and general welfare of their children. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the chilren and both parents shall participate as much as possible in making all decisions with respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the children. Decisions with respect to the aforesaid matters shall not be made by either of the parties in such manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with the third parties which might affect such decisions. Each party shall provide the other with all medical, educational and other records, notices or information which relate to any aspect of the welfare of the children and execute any authorizations so that all information concerning the children shall be equally available to both parties.

Change of Children's or Custodial Parent's Residence

Neither Husband nor Wife shall attempt to

permanently remove the children from the State of Maryland without first giving the other 30 days' written notice of his or her intention to do so. The parties agree and consent that the Courts of the State of Maryland shall have full and complete jurisdiction with respect to any dispute between the parties relating to the custody or support of the children, notwithstanding any breach of any provision of this Agreement, regardless of their then domicile or residence, provided, however, that the responding party is given adequate actual notice and a reasonable opportunity to appear before the Court.

Child Support

Husband shall pay to Wife through the Carroll County Bureau of Support Enforcement, P.O. Box 800, Westminster, Maryland 21157, the sum of One Hundred Fifty Dollars ($150.00) each bi-weekly, broken down to be the sum of Seventy-five Dollars ($75.00) per week, or Thirty-eight and 50/100 Dollars ($38.50), paid bi-weekly, for the suppport of each of the children of the parties. Support payments with respect to each child shall terminate upon the first to occur of any one of the following events: arrival at age 18, marriage, becoming self-supporting or death of the child, provided, however, if at the time of termination by reason of age, a child has not yet completed high school, support shall continue until completion of high school or the occurrence of any other terminating event, but in any event, no longer than

arrival at age 19. Wife agrees that so long as Husband continues to so support the children, he may claim the dependency exemption for Stephen Jr. on his Federal and State income tax returns. Husband further agrees to pay unto Wife one-half (1/2) of any child care expenses for the summertime until the youngest child of the parties attains the age of 12 or the death of the child.

Increases and Decreases in Child Support

The child support required to be paid by Husband shall be increased to reflect changes in Husband's annual income. The first adjustment is to be made with the payment due the first of April 1988, and shall be increased by the percentage of the increase in Husband's annual income for calendar year 1987 over 1988. Thereafter, the annual percentage increase shall be made with the child support payment due in April, to reflect the percentage increase in Husband's income for the preceding year over the year immediately prior thereto.

Medical Insurance and Expenses

Husband shall maintain his existing hospital and medical insurance and major medical insurance for the benefit of the children of the parties or replace the same with and maintain comparable insurance so long as Husband has any duties to them pursuant to the paragraph concerning Child Support.

Husband and Wife agree that they are jointly chargeable with the payment of all reasonable and necessary

medical expenses for the children not covered by such medical insurance, except any applicable deductibles from the medical insurance which Husband agrees to pay in full, and the parties further agree that each will contribute to the same from time to time in accordance with their respective abilities to do so.

Life Insurance

Husband shall keep in force and promptly pay the premiums on the following presently existing insurance policies on his life or procure comparable life insurance in the same amounts:

COMPANY	POLICY NUMBER	BENEFIT
Equitable Variable Life Insurance	35771415	$25,000.00

AH SW

Husband shall endorse these policies so that the Husband's children i.e. Dawn Renee & Stephen, Jr. shall be the sole, irrevocable beneficiaries of the policy. In the event that Husband dies prior to the children attaining the age of 18, Wife shall act as Trustee to receive the proceeds of the policy and to use the proceeds for the children's benefit.

Husband shall keep the above policies free and clear of all policy loans, liens and encumbrances.

AGREEMENT RELATING TO ALIMONY
AND PROPERTY RIGHTS

Waiver of Alimony

In consideration of the promises set forth in this

Agreement and other valuable considerations, including but not limited to the Husband's promise, which has been performed, to purchase a new car for the Wife, both parties hereby waive any claim for alimony or support for themselves temporary or permanent, past, present and future and will make no claim for the same against each other.

Health Benefits and Life Insurance

Husband shall maintain his existing hospital and medical insurance and major medical insurance for the benefit of Wife or replace the same with and maintain comparable insurance under the provisions of Article 48A, Section 490H. Said coverage shall continue beyond the date of divorce for a three (3) year period. Said coverage shall also expire or terminate under the terms of Section 490H or under the terms of any applicable federal law. If maintaining said insurance for a period of three (3) years has the effect of increasing premiums, Wife promises to pay any increase in said premium and reimburse the Husband for same.

Moving Expenses

Husband agrees to pay truck rental and furniture blanket rental expenses for Wife when Wife vacates the rental property known as 3698 Clydesdale, Reisterstown, MD 21136.

Real Property

Neither party owns any real or leasehold property jointly or individually.

Tangible Personal Property

All tangible personal property of the parties has already been divided between them and each shall hold as his or her sole and separate property such articles of tangible personal property as are now in his or her respective possession. Wife shall hold as her sole and separate property all articles of tangible personal property presently located at 3698 Clydesdale, Reisterstown, Maryland 21136, except those articles of tangible personal property set forth on the Schedule attached hereto which shall be Husband's and may be taken into possession by him at any time, provided Husband gives Wife at least 48 hours' notice of his intention to do so, after the execution of this Agreement.

Automobiles

Husband shall remain the owner of the automobile currently in his possession. If said automobile is not titled solely in Husband's name, Wife agrees to do whatever is necessary to convey to Husband any interest that she may have to said automobile to the end that Husband shall be the sole owner of good and merchantable title to the same, free and clear of all liens and encumbrances.

The parties acknowledge that Wife owns a 1987 Chevrolet Cavalier titled solely in her name, in her possession and Husband waives any and all interest which he may have had in said vehicle. The parties further acknowledge that they

have a joint indebtedness of approximately Nine Thousand Eight Hundred Dollars ($9,800.00) secured by a lien on Wife's car. Husband presently has in effect with the Baltimore County Credit Union a wage lien for approximately Two Hundred Twenty Dollars ($220.00) per month for repayment of the debt with that financial instution. Husband agrees that he will maintain the payments for the full amount of the debt and will hold Wife harmless and indemnify her on same.

Intangible Personal Property

The following bank accounts, including checking and savings accounts and any other financial instutition accounts as listed below, shall be divided as follows:

1. Union National Bank (Certificate of Deposit): to belong to Wife
2. Credit Union Christmas Club account: to belong to the Husband
3. Credit Union (savings account): to belong to Husband

Records Regarding Transfers of Property

With respect to all property transferred between the parties pursuant to this Agreement both Husband and Wife shall provide to each other records to effectuate any transfer of said property.

Pensions

Husband and Wife agree that Husband's interest in the Baltimore County Fire Department pension or retirement plan shall be divided between the parties and Wife shall be the

alternate payee in accordance with the provisions of this Paragraph.

The parties agree that 50% of Husband's benefits are to be paid to the Wife as alternate payee. Said percentage of the benefits attributable to the Huband's accrued benefit shall be as of April 1, 1987.

The agreement of the parties as set forth in this Paragraph shall be set forth, but not merged, in the judgment between the parties, which shall be in accordance with applicable law.

Husband and Wife agree that the Qualified Domestic Relations Order ("QDRO") shall contain the following:

(a) Name and address of Plan Administrator and the official name of the plan.

(b) The participant spouse is Stephen Wagenfer, who resides at 3905 Parkview Avenue, Apt. 23, Baltimore, Maryland 21207. The non-participating alternate payee who is to receive a portion of the benefits is Bonnie Wagenfer, who resides at 3698 Clydesdale, Reisterstown, Maryland 21136. Both the participant and the alternate payee should at all times keep the pension or retirement plan administrator notified of any change of address.

(c) The Wife's equitable interest in said retirement program is hereby agreed to be 50% of the participant spouse's benefits to be paid to the Wife as

alternate payee. The Wife shall receive 50% of the aforesaid retirement benefit payments at the time of absolute divorce between them, by transferring ownership of said 50% interest in Husband's retirement benefits pursuant to the Family Law Article of the Annotated Code of Maryland, Section 8-205 to Wife in her own name.

(d) The parties agree that said QDRO shall comply with applicable provisions of the law; and the parties further agree that they will do whatever is necessary to insure compliance with this agreement and any subsequent Order of Court.

Husband hereby agrees that he will provide Wife with all year-end plan statements of each pension or retirement plan and the Summary Plan Description of each plan, and, thereafter, to the extent available with Summaries of Material Modifications. In addition, Husband will provide Wife with a letter from the plan administrator of each plan setting forth the date of Husband's entry into such plan and the administrator's determination of the accrued benfit as of April 1, 1987.

Debts

Husband and Wife warrant that neither of them has incurred any debt or obligation for which the other is or may become liable, except:

Creditor	Debt Not to Exceed	To Be Paid By
Sears, Robuck & Co.	$170.00	Wife
J. C. Penney	195.13	Wife
Montgomery Ward	0.00	N/A
Chevron	376.67	Husband
Carroll County Bank & Trust Company (checking)	527.20	Husband
Baltimore County Employees Credit Union	1,000.00	Husband

Each party shall pay each of the debts set forth beside his/her name, in an amount not to exceed that set forth above.

Husband and Wife shall not in the future incur any debt or obligation for which the other may become liable. Each party shall save the other free and harmless from any past or future debt or obligation.

Wife agrees to give all credit cards or other devices to Husband for the above accounts so that the Husband may transfer those accounts to his name. Husband further agrees to allow Wife to use one of the above credit or credit accounts for the purposes of supplying the children with necessaries.

AGREEMENT REGARDING OTHER MATTERS

Counsel Fees, Costs and Expenses of Divorce

Husband shall pay to Wife the sum of Five Hundred Dollars ($500.00) to reimburse Wife for advanced legal fees.

Husband further agrees to pay the court costs involved in an action for divorce.

Income Tax Returns

Husband and Wife agree to divide their interest in any income tax refund which may be due so that 75% of said refund shall go to the Wife and 25% of any such refund shall go to the Husband.

Independent Clauses

It is expressly understood and agreed by the parties that all promises set forth in the Paragraphs of this Agreement are made in consideration of, but are independent of each other.

Notice of Address

So long as Husband has any duties to Wife or the children of the parties pursuant to this Agreement, each party shall keep the other informed of his or her then residence from time to time. Any notice given pursuant to this Agreement may be directed to the party's address last disclosed or known to the other.

Each party acknowledges that each has been fully informed of the income, assets, liabilities, resources and expectancies of the other, all information requested by them regarding the same has been furnished by the other party, each has had the benefit of the advice of counsel of his or her own selection, the provisions of this Agreement and their legal and

practical effect have been fully explained to them by their respective counsel.

Both the legal and practical effects of this Agreement in each and every respect have been fully explained and disclosed to each party by his or her attorney. Each party has had the opportunity to be represented by independent counsel of his or her own choosing in the negotiation of this Agreement. Husband and Wife acknowledge that the Agreement is a fair and reasonable agreement and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any person or persons upon either party, and that each has signed the Agreement freely and voluntarily.

Further Assurances

The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instrument and 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. The parties for themselves and their respective heirs, personal representatives and assigns agree to furnish any and all documents, records or information

necessary to permit either or both parties to comply with tax reporting and recordkeeping requirements.

Relinquishment of Marital Rights

The parties shall continue mutually and voluntarily 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 or her shall seem 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 conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

Indemnification in Case of Breach

Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, reasonable attorneys' fees. Notwithstanding the foregoing, if any provision of this Agreement is claimed by either party to have been breached, no action may be brought against the other unless the party making the claim of breach has given the other written notice specifying the breach asserted and unless the other has not

cured the alleged breach within 15 days after receiving the written notice.

Integration Clause

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

Mutual Release

Except for any ground for divorce which either party may have against the other, and except for the rights provided in this Agreement, the parties, for themselves and for their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all rights pursuant to Maryland Code, Family Law Article, Sections 8-201 through 8-213, and all right, title and interest which he or she might now have or hereafter have a husband or wife, widow or widower, next-of-kin, successor or otherwise, in and to any property of the other, real or personal, whether now owned or hereafter acquired, against such other, the estate of such other, or any part thereof, including, but not limited to rights arising out of acts, contracts, engagements or liabilities of such other by way of dower or curtesy, statutory thirds, halves or legal shares or claims in the nature of dower or curtesy or widow's or widower's rights, or under intestate

laws, or the right to take against the spouse's Will or the right to treat a lifetime coonveyance by the other as testamentary 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 any rights to receive any legal right or interest whatsoever or all other rights of a surviving spouse to participate in or administer a deceased spouse's estate, whether arising under the laws of Maryland or any state, Commonwealth or Territory of the United States or any other country.

Reservation of Grounds for Divorce

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.

Incorporation, Without Merger-of Agreement into Divorce Judgment

This Agreement is not intended in any way to affect or prejudice the rights of either party to bring suit for divorce. This Agreement shall survive and continue in full force whether or not a judgment of divorce shall be entered in any action between the parties in any jurisdiction. In case a judgment of divorce shall be entered in any jurisdiction in favor of either party, the terms of this Agreement shall, at the request of either party, be incorporated, but not merged

in, the judgment of the court to the extent possible.

Binding on Parties' Successors

This Agreement shall be irrevocably binding upon the parties, their respective heirs, personal representatives and assigns; and the parties and their respective heirs, personal representatives and assigns shall execute such other supplemental agreements, deeds or other writings as may be necessary or advisable to carry out the full intent and meaning of this Agreement.

Cancellation, Modification or Waiver

Any cancellation, modification or waiver of this Agreement or any of its provisions shall be made only upon the express agreement of the parties in writing and signed, sealed and acknowledged by both of them. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a cancellation, modification or waiver of the same.

Severability

If any provision of this Agreement is invalid under the laws of Maryland, such invalidity shall not invalidate the entire Agreement; but in such event, this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Controlling Law

The parties are presently residents of and domiciled in the State of Maryland and this Agreement shall be construed in accordance with the laws of that State.

Duplicate Originals

This Agreement shall be executed in duplicate and the duplicate copy shall have the same force and effect as if it were the original copy.

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

WITNESS:

Coleen S Clementz — Bonnie Wagenfer (SEAL)
Bonnie Wagenfer, Wife

Bernard L Taylor — Stephen Wagenfer (SEAL)
Stephen Wagenfer, Husband

[Acknowledgements on Page 21]

STATE OF MARYLAND, CITY/COUNTY OF Carroll :

I hereby certify that on this 19th day of June, 198, before me, the subscriber, a Notary Public of the State and Subdivision aforesaid personally appeared Bonnie Wagenfer, the "Wife" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is her voluntary act and deed and that the matters and facts set forth therein are true and correct.

As witness my hand and Notarial Seal.

COLEEN SMITH CLEMENTZ NOTARY PUBLIC CARROLL CO., MD.

Coleen Smith Clementz
Notary Public
My Commission expires: 7-1-90

STATE OF MARYLAND, CITY/COUNTY OF Howard :

I hereby certify that on this 18th day of June, 198, before me, the subscriber, a Notary Public in the State and Subdivision aforesaid personally appeared Stephen Wagenfer, the "Husband" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is his voluntary act and deed and that the matters and facts set forth therein are true and correct.

As witness my hand and Notarial Seal.

Janet L Stone
Notary Public
My Commission expires:

Schedule A

Tangible Personal Property which shall be Husband's and may be taken into possession by him at any time before or after the execution of the Separation Agreement:

1. Weights
2. Camera
3. Hunting knife
4. Food store coupons
5. VCR tapes (all those VCR tapes which are not specifically intended for the children)
6. Cassette music tapes
7. Stereo
8. Coffee pot
9. Baseball glove
10. Fishing equipment
11. Husband's articles of clothing

MARGARET E. GRAHAM	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ROGER A. GRAHAM	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2793

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 15TH day of ~~August~~ SEPTEMBER, 1987, that the Plaintiff, MARGARET E. GRAHAM, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ROGER A. GRAHAM; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, ALLEN WARREN GRAHAM (born March 7, 1986) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child according to the schedule set forth in the Stipulation and Agreement entered into by the parties dated December 10, 1986 and incorporated by this Court in a Judgment of Limited Divorce dated December 24, 1986 with the one modification that the Defendant be allowed to pick up the minor child at 5:00 o'clock PM instead of 6:00 o'clock PM on Fridays, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant shall pay the sum of Forty Dollars ($40.00) per week child support and that said payments shall be made through the Bureau of Support Enforce-

Filed September 15, 1987

ment, P. O. Box 800, Westminster, Maryland 21157, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order in in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Stipulation and Agreement between the parties dated December 10, 1986, and filed in this case together with the oral modification changing Friday visitation from 6:00 p.m. to 5:00 p.m. be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that any open costs in this matter be and they are hereby waived.

Kate K. Burns
JUDGE

BEVERLY ANN COLE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WILLIE JAMES COLE, SR.	*	CARROLL COUNTY
Defendant	*	Case No. CV3003

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

ORDER

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS ORDERED, this 23rd day of SEPTEMBER, 1987, by the Circuit Court for Carroll County, that the Plaintiff, BEVERLY ANN COLE, be, and is hereby, granted an Absolute Divorce from the Defendant, WILLIE JAMES COLE, SR.; and it is further

ORDERED that Beverly Ann Cole be granted the permanent care and custody of Kellee Victoria Cole, the minor child of the parties, and that Willie James Cole, Sr. have the right to reasonable visitation with his daughter; and it is further

ORDERED that the Defendant shall pay unto the Plaintiff alimony in the sum of One Hundred Dollars ($100.00) per week for an indefinite period commencing on August 11, 1987, with all such payments to be made through the Bureau of Support Enforcement,

Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED that the Defendant shall continue to pay child support of Two Hundred Fifty Dollars ($250.00) per month unto Plaintiff with all such payments to be made through the Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED that the Defendant shall pay the costs of this proceeding; and it is further

ORDERED that all of the foregoing is subject to the further Order of the Court.

JUDGE

CHARLES E. HUGHES	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DEBORAH ANN HUGHES	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2347

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of September, 1987, that the Plaintiff, CHARLES E. HUGHES, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DEBORAH ANN HUGHES; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated January 2, 1987 and filed in this case 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.

JUDGE

Filed Sept. 29, 1987

EXHIBIT A

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20 day of January, 1987, by and between CHARLES E. HUGHES, of Carroll County, Maryland, herein called "Husband", and DEBORAH A. HUGHES, 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 June 17, 1984, 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 ~~February 24~~ March 24, 1986, 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

Pla #1
9/1/87

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:

CHILDREN

That no children were born to husband and wife as a result of this marriage.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does 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, except as herein provided.

In addition to the personal property currently in wife's possession, husband agrees to transfer to wife the following items of personal property: wife's clothing, a hutch, a black rocking chair, one-half of the dishes, a hope chest and its contents, one-half of the silverware, a microwave oven, various items from Coca Cola (excluding the train set), a 10-speed bicycle, Christmas decorations, a bedroom suite and a gas grill.

Husband will transfer to wife any and all ownership interest that he may have in a 1980 Mustang automobile. Wife will indemnify and hold husband harmless regarding the ownership and transfer of said motor vehicle.

Wife will transfer to husband any and all ownership interest that she may have in a 1974 Ford Ranchero and a 1976 Corvette. Husband will indemnify and hold wife harmless regarding the ownership and transfer of said motor vehicles.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 2106 Moonlight Drive, Hampstead, Maryland 21074. It is agreed by and between the parties that wife will transfer to husband any and all interest that she may have in said real property and improvements thereon. Wife agrees to execute a Deed to accomplish

said transfer upon presentment thereof. Husband agrees to indemnify and hold wife harmless regarding the ownership and transfer of said real property and improvements thereon.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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. 296 (1984) Law 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees 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 or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be

subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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

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

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

WITNESS:

_____ Charles E. Hughes (SEAL)
CHARLES E. HUGHES

_____ _____ (SEAL)
DEBORAH A. HUGHES

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 25th day of November, 1986, the above-named CHARLES E. HUGHES personally appeared before me 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 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.

Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 9th day of December, 1986, the above-named DEBORAH A. HUGHES personally appeared before me 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 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.

FRANK D. COLEMAN NOTARY PUBLIC CARROLL CO., MD.

Notary Public
My Commission Expires: 7/1/90

PHYLLIS HENDERSON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOURNEY L. HENDERSON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4335

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28TH day of September, 1987, that the Plaintiff, PHYLLIS HENDERSON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOURNEY L. HENDERSON; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding.

JUDGE

Filed Sept. 29, 1987

KAREN ANN STREVIG	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
GERALD L. STREVIG, JR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2841

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of September, 1987, that the Plaintiff, KAREN ANN STREVIG, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GERALD L. STREVIG, JR.; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, GERALD LeVERE STREVIG, III (born March 5, 1979), ERIN DANIELLE STREVIG (born March 31, 1983) and JOSHUA WARREN STREVIG (born March 15, 1985), 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 subject to the continuing jurisdiction of this Court and subject to the restraint that the Defendant not visit with ERIN DANIELLE STREVIG until such visitation is further considered by the Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Thirty Dollars ($30.00) per week, per child, subject to the further Order of this Court; and

Filed Sept. 29, 1987

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Thirty Dollars ($30.00) per week as alimony until the Plaintiff dies or remarries, whichever first occurs, said child support payments and said alimony payments being subject to the following provisions of law, to wit:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 16, 1986 and filed in this case 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.

Luke K. Burns, Jr.
JUDGE

EXHIBIT A

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 16th day of December, 1986, by and between GERALD A. STREVIG, JR., of Carroll County, Maryland, herein called "Husband", and KAREN A. STREVIG, 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 August 12, 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 May 27, 1986, 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

Pla #1
9/1/89

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:

CHILDREN

That the care, custody and control of the children born of this marriage, namely, GERALD LeVERE STREVIG, III, born March 5, 1979, ERIN DANIELLE STREVIG, born March 31, 1983, and JOSHUA WARREN STREVIG, born March 15, 1985, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband as set forth herein.

Husband shall have the right to visit Gerald LeVere Strevig, III, every other weekend from Friday to Sunday evening, provided that husband provides a separate room in which Gerald LeVere Strevig, III, may sleep.

It is further agreed that husband will refrain from visiting with Erin Danielle Strevig until such time and under such conditions as mandated by the Circuit Court for Carroll County in the matter presently pending before that Court. The parties will make a good-faith attempt to facilitate said visitation in conjunction with the best interests of said child.

Husband will have the right to visitation with Joshua Warren Strevig every other weekend. The parties acknowledge that it will take some amount of time to acclimate said child to said visitation schedule. The parties additionally agree to make a good-faith attempt to work with each in order to acclimate said child to the visitation schedule with the goal that husband will be able to visit with said child every other weekend from Friday to Sunday evening.

In addition to the visitation provided above, it is agreed by and between the parties that husband

shall have the right to visit with said minor children every other major holiday, said holidays to be alternated every other year. For purposes of this Agreement, major holidays are defined to include New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

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 THIRTY DOLLARS ($30.00) each week per child for the support and maintenance of each child for each week the child is in the custody of wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

It is understood and agreed by and between the parties that the level of child support has been set in conjunction with the level of alimony to be paid to wife. The parties acknowledge that they fully intend to re-evaluate and adjust the amount of child support to be paid at such time as wife no longer receives alimony.

Husband shall have the right to claim said children as dependants for the purposes of annual Federal and State Income Tax Returns for each and every year during which wife remains unemployed and has no earned income.

It is agreed by and between husband and wife that husband will maintain medical insurance for the benefit of the minor children of the parties, and upon wife until such time as the parties obtain an absolute divorce. Husband's obligation to maintain medical insurance benefits on behalf of the minor children of the parties will continue until such time as each child

reaches the age of eighteen (18), becomes self-supporting or dies. It is further agreed that husband will assume responsibility for all uninsured medical expenses of the children. Medical expenses will be defined to include optical expenses, dental expenses and prescriptions.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does 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, except as herein provided.

It is agreed by and between the parties that husband will transfer to wife any interest that he may have in the items set forth on attached Exhibit A hereto.

It is further agreed that husband will transfer to wife any and all interest that he may have in a 1983 Chevette. Wife agrees to indemnify and hold husband harmless regarding the ownership and transfer of said vehicle.

It is further agreed that wife will transfer to husband any and all interest that she may have in a 1967 Chevrolet truck and a 1987 Mazda truck. Husband agrees to indemnify and hold wife harmless regarding the ownership and transfer of said vehicles.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 5020 Hanover Pike, Manchester, Maryland 21102. It is agreed by and between the parties that husband will purchase wife's interest in the former marital residence pursuant to the following arrangement:

Counsel to the parties will select a mutually agreeable real estate appraiser to appraise said property. Once an appraisal has been performed, husband will pay to wife an amount equal to one-half (1/2) of the parties' equity in the property. (Equity will be defined as the appraised value, less current mortgage on the property with First National Bank of Maryland.) It is agreed that said monies will be paid within ninety (90) days of the execution of this Agreement. Husband agrees to indemnify and hold wife harmless regarding the transfer and

ownership of said real property and assume all costs of said transfer.

SUPPORT

Husband hereby expressly forever waives any present or future claim he may have against the wife for alimony and/or support for himself. It is agreed by and between the parties that husband will pay to wife the sum of Thirty Dollars ($30.00) a week alimony until such time as wife dies or remarries, whichever shall first occur. The parties acknowledge that the amount of said alimony payment was reached in conjunction with the amount of child support to be paid on behalf of the minor children of the parties. It is further agreed by and between the parties that they will make a good-faith attempt to renegotiate the amount of child support in light of the then existing circumstances at such time as husband's alimony obligation ceases.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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. 296 (1984) Law 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification except for the provisions regarding support contained herein. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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

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

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

WITNESS:

Elwood Swan — Gerald A. Strevig, Jr. (SEAL)
GERALD A. STREVIG, JR.

M. L. Hanig — Karen A. Strevig (SEAL)
KAREN A. STREVIG

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 5th day of

December, 1986, the above-named GERALD A. STREVIG, JR. personally appeared before me 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 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.

Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 16th day of December, 1986, the above-named KAREN A. STREVIG personally appeared before me 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 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.

NOTARY PUBLIC

Notary Public
My Commission Expires: 7/1/90

HARRY J. HEISE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SUSAN R. HEISE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4365

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of September, 1987, that the Plaintiff, HARRY J. HEISE, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, SUSAN R. HEISE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, STEPHEN PHILIP HEISE (born September 15, 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, all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated April 17, 1986 and filed in this case 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.

JUDGE

Filed Sept. 29, 1987

0497-0001

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of April, 1986, by and between HARRY J. HEISE, of Carroll County, Maryland, herein called "Husband", and SUSAN R. HEISE, of Baltimore County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Radcliffe, Kentucky on August 2, 1975, and whereas certain irreconcilable differences have arisen between the said parties for which reason they have voluntarily consented and agreed to separate from the date of this agreement, and no longer to reside together as husband and wife, and they do hereby voluntarily 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 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:

CHILDREN

That the care, custody and control of the child born of this marriage, namely, STEPHEN PHILIP HEISE born September 15, 1976, shall be with and shall remain with the husband, provided, however, that there shall be reasonable rights of visitation to wife.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement, all with at least twenty-four (24) hours advance notice. Wife and husband shall keep the other advised of any

Ph#
9/8/87

changes of residence addresses and telephone numbers.

Wife shall pay to husband the sum of TEN DOLLARS ($10.00) each week for the support and maintenance of said child for each week the child is in the custody of husband until said child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

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

INSURANCE

It is agreed by and between husband and wife that husband will maintain wife on his medical insurance policy until such time as a final judgment of divorce a vinculo matrimonii is granted.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does 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, except as herein provided.

It is agreed by and between the parties that wife will transfer to husband any and all interest that she may have in a 1977 Ford Van. Husband agrees to indemnify and hold wife harmless regarding the transfer and ownership of said automobile and any obligation arising therefrom.

REAL PROPERTY

The parties acknowledge that wife has previously transferred to husband all of her interest in the 8.2547-acre parcel on Old Washington Road in the Fourth Election District of Carroll County, Maryland, which they acquired from Alvie L. Whitenton, et al., by a Deed recorded among the Land Records of Carroll County in Liber L.W.S. No. 762, Folio 86, etc., in return for husband's allowing wife to retain as her own approximately $32,000.00 from their joint savings account.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

Wife agrees to be wholly responsible for and to pay in full and save husband harmless from any obligation of repayment on a debt of approximately $1,650.00 incurred by wife under her "CHOICE" credit card. The parties further agree:

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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) Law 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to being and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or property, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees of 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 party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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 provisions hereof.

WAIVER OR MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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 agrement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, 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 to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

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

WITNESS:

Barbara L. McGuire — Harry J. Heise (SEAL)
HARRY J. HEISE

Barbara L. McGuire — Susan R. Heise (SEAL)
SUSAN R. HEISE

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 17th day of April, 1986, the above-named HARRY J. HEISE, personally appeared before me 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 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.

Barbara L. McGrath
Notary Public

My commission expires: July 1, 1986

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 17th day of April, 1986, the above-named SUSAN R. HEISE, personally appeared before me 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 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.

Barbara L. McGrath
Notary Public

My commission expires: July 1, 1986

JOHN E. WOODSON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JANICE JEAN WOODSON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2655

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of September, 1987, that the Plaintiff, JOHN E. WOODSON, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JANICE JEAN WOODSON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, SHERRY MALINDA WOODSON (born May 7, 1971) and RICHARD EDWARD WOODSON and ROBERT SCOTT WOODSON (both born April 25, 1972) 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 subject to the continuing jurisdiction of this Court and especially subject to the provision that the Plaintiff will at all times consult with the Defendant concerning the medical needs and provisions involving the children; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated May 20, 1987

Filed Sept. 29, 1987

and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the "Consent Stipulation" entered into on behalf of the parties and filed in this case on June 19, 1987 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.

Luke K. Burns
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of May, 1987, by and between JOHN E. WOODSON, JR., of Carroll County, Maryland, herein called "Husband", and JANICE J. WOODSON, 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 Baltimore County, Maryland, on October 31, 1967, 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 December 27, 1985, 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

Pla #1
9/8/89

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:

CHILDREN

That the physical care, custody and control of the minor children born of this marriage, namely, SHERRY MALINDA WOODSON, born May 7, 1971; RICHARD EDWARD WOODSON, born April 25, 1972, and ROBERT SCOTT WOODSON, born April 25, 1972, shall be with and shall remain with the husband, provided, however, that there shall be reasonable rights of visitation to wife. Such visitation shall include, but not be limited to, one weekend per month, one day during the week, every other major holiday to be alternated every other year (major holidays will include New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day), and liberal visitation during summer vacation. It is further agreed between the parties that all significant decisions concerning the children's health, safety, education, discipline and general well-being shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. Decisions with respect to these matters shall not be made in such a manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions.

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.

It is agreed by and between the parties that husband shall indemnify and hold wife harmless regarding

the payment of any child support for the benefit of the minor children. In the event that the wife is required to pay any monies for the support of said children, husband will be obligated to reimburse her for any monies she is obligated to pay. Said reimbursement shall be made at such time, or immediately thereafter, as wife is required to make said payment.

AGREEMENT TO LIVE SEPARATE AND APART

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 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 proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does 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, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does 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, except as herein provided.

The parties hereto agree that they will attempt to amicably divide all marital property currently in existence. The parties additionally agree that wife shall be entitled to all personal property as set forth on Exhibit A attached hereto. It is further agreed that husband will allow wife to come to the former marital home in order to pick up said personal property upon her request to do so.

Each party agrees to transfer to the other any and all interest that he or she may have in the automobile currently being driven by that party. Each party additionally agrees to indemnify and hold the other party harmless with respect to the ownership or transfer of any interest in said vehicles.

It is agreed by and between husband and wife that wife will transfer to husband any interest that she has in existing cemetery lots. In return, husband will pay wife the sum of $300.00, said payment to be made at the same time as husband is obligated to pay wife for his interest in the former marital home located at 836 Rampart Way, Union Bridge, Maryland 21791.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as the West Virginia Property, which is located in Berkley Springs, West Virginia. It is agreed by and between the parties that said property will be listed for sale immediately upon the signing of this Agreement. It is further agreed that if the property has

not sold in one (1) year from the date of the signing of this Agreement, then husband will have a first option to purchase the property from wife. Should husband choose to exercise this option, the parties would obtain a mutually agreeable appraiser to appraise the property. Husband will be obligated to pay wife an amount equal to one-half (1/2) of the equity found to exist in the property. Equity will be defined as the appraised fair market value of the property, less any existing liens that were incurred on behalf of the parties jointly. In the event that husband chooses not to exercise this option, then the parties agree that the property will be sold at public sale. It is further agreed that if the property is sold at private sale (other than to husband), or at public sale, the parties agree to equally divide the proceeds arising from the sale of said property after the payment of the normal expenses incurred in marketing a property. Normal expenses will be defined to include, but are not limited to, real estate commissions, transfer tax, documentary stamps, and things of such nature.

The parties further acknowledge ownership as tenants by the entireties of real property and improvements thereon known as 836 Rampart Way, Union Bridge, Maryland 21791. The parties agree to select a mutually agreeable real estate appraiser in Carroll County and to have the property appraised. The parties acknowledge that they have jointly employed a real estate appraiser in Carroll County for the purpose of having the property appraised prior to the execution of this Agreement. It is further agreed that husband will execute a Confessed Judgment Note in an amount equal to one-half (1/2) of the equity in the house, said Note to be payable to wife three (3) years from the date of this Agreement. The Note will bear interest at the rate of six per cent (6%) interest per annum and will be subject to confession at

this time. The equity in the house will be equal to the appraised value, less the existing Mortgages on the property to Farmers Home Administration and Carroll County Bank and Trust Company. Simultaneously with the execution of said Note, wife will execute a Deed transferring her interest in said residence to husband.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

PENSION

The parties hereto acknowledge that husband currently has a pension through the State of Maryland. It is agreed by and between the parties, that in consideration for husband's indemnifying and holding wife

harmless regarding the payment of any child support for the minor children of the parties, wife will waive any claim that she may have on any retirement plan or pension plan to which husband is currently, or at some time in the future may be, entitled.

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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. 296 (1984) Law 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees 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, except as

provided herein. In the event that either party is required to obtain legal counsel in order to enforce any provision of this Agreement, then upon successful enforcement of said provision, the other party will be obligated to pay reasonable attorney's fees to the party who was forced to enforce said provision of the Agreement. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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

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

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

WITNESS:

_____ _____ (SEAL)
JOHN E. WOODSON, JR.

_____ _____ (SEAL)
JANICE J. WOODSON

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 18th day of May, 1987, the above-named JOHN E. WOODSON, JR. personally appeared before me 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 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.

FRANK D. COLEMAN NOTARY PUBLIC CARROLL CO., MD.

_____
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 20th day of May, 1987, the above-named JANICE J. WOODSON personally appeared before me 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 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.

Jane B. Musselman
Notary Public
My Commission Expires: 7/1/90

JANE B. MUSSELMAN NOTARY PUBLIC CARROLL CO., MD.

EXHIBIT A

Kitchen:

Microwave
Toaster
Electric Fry Pan
Set of Mixing Bowls
Cookie Sheet (1)
Muffin Pan (1)
Silverware
Steak Knives
Carving Knife
Electric Carving Knife
Bread Pans (2)
Fondue Dish & 2 Sets of Forks
Cookie Cutters
Measuring Cups (1 set)
Measuring Spoons (1 set)
Pie Pans (2)
Bundt Pan (1)
Food Ricer
Wrought Iron Wallhanging
Wicker Fans With Flowers
Cutting Board (1)
Salt & Pepper Shakers
Lazy Susan (1)

Dining Room:

Ice Bucket
Tall Glasses (1 set of 8)
Records (20)
Wicker Wallhanging

Living Room:

Sectional Pit Sofa (4-piece)
End Table
Lamp
VCR

Bathroom:

Hand Towels (2)

Basement:

Washer
Freezer
Gray Shelf Unit (large)
Gray Shelf Unit (small)
Sleeping Bag (light blue)
National Geographics (1/2 of them)
File Cabinet
Screw Drivers (2)
Various Other Tools (1/2 of them)
Kerosun Stove
Portable Fan
Picture (1)

Bedroom:

Mattress
Box Spring
Cedar Chest
Camera

Shed:

Hose
Hose Reel
Lawn Mower
Electric Trimmer

CYNTHIA CAROL McCALLUM	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DAVID BRUCE McCALLUM	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4292

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of September, 1987, that the Plaintiff, CYNTHIA CAROL McCALLUM, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DAVID BRUCE McCALLUM; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 8, 1987 and filed in this case 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.

Luke K. Burns
JUDGE

Filed Sept. 29, 1987

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into on this 8 day of August, 1987, by and between DAVID BRUCE McCALLUM, hereinafter referred to as Husband, and CYNTHIA CAROL McCALLUM, hereinafter referred to as Wife.

EXPLANATORY STATEMENT

The parties were married by a ~~religious~~ civil ceremony on August 20, 1982 in Carroll County, Maryland. No children were born as a result of this marriage.

Differences have arisen between the parties and they are now and have been since January 6, 1986, 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 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 promises and mutual covenants of each of the parties, they do hereby covenant

Pla #1
9/1/87

and agree with each other as follows, all as of the effective date hereof:

1. Each of the parties hereto grants, remises and releases to the other any and all rights or interests which he or 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 property as if he or she were unmarried. This paragraph specifically includes, but is not limited to, real property known as 1627 Old Westminster Pike, Westminster, Maryland 21157, in which the Husband retains all right, title and interest unencumbered by any claim from Wife.

2. It is the mutual desire of the parties that hereafter they shall 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.

3. The parties agree that prior to the execution of this Agreement, they divided equitably all household goods and furnishings. The parties further agree that all property presently in the possession of Wife shall belong to Wife free and clear of any interest of Husband, and all property presently in the possession of Husband shall belong to Husband free and clear of any interest of Wife.

4. The parties agree that prior to the execution of this Agreement, they divided equitably all funds and all savings and checking accounts owned by the parties. Wife agrees to waive and relinquish any and all interest she may have in and to any savings bonds, savings accounts, pension or retirement plans, or other related programs or accounts that Husband may now have or hereinafter acquire, and Husband agrees to waive and relinquish any and all interest he may have in and to any savings bonds, savings accounts, pension or retirement plans, or other related programs or accounts that Wife may now have or hereinafter acquire. Each party shall retain, as his or her sole and separate property, all stocks, bonds or other securities, IRA's, savings and checking accounts and any other assets of any kind or nature in his or her name free and clear of any interest of the other.

5. 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 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 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 shall 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.

6. Each of the parties agrees to 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 or present.

7. 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, Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, as the same may be amended from time to time, including but not limited to any claim for 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.

8. 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 agree that they will nevertheless abide by and carry out all of the provisions thereof.

9. No change, termination, cancellation, modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

10. 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.

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

WITNESS:

Barbara L. McGrath — David Bruce McCallum (SEAL)
DAVID BRUCE McCALLUM

[illegible] — Cynthia Carol McCallum (SEAL)
CYNTHIA CAROL McCALLUM

STATE OF MARYLAND, ~~CITY~~ County OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 8th day of August, 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared DAVID BRUCE McCALLUM 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 acknowledged that said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Barbara L. McGrath
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, ~~CITY~~ County OF Carroll, TO WIT:

I HEREBY CERTIFY that on this 28th day of July, 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared CYNTHIA CAROL McCALLUM 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 acknowledged that said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/90

CAROLEE HOUCK	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
RICHARD H. HOUCK	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4326

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28TH day of September, 1987, that the Plaintiff, CAROLEE HOUCK, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, RICHARD H. HOUCK; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, LORI ANN HOUCK (born August 16, 1983) and RICHARD H. HOUCK, JR. (born September 20, 1984) 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 subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Twenty Dollars ($20.00) per week, per child as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

Filed Sept. 29, 1987

Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated August 5, 1986 and filed in this case 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.

Rule K. Burns, JUDGE

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 5th day of August, 1986, by and between CAROLEE HOUCK, hereinafter called "Wife", party of the first part, and RICHARD H. HOUCK, hereinafter called "Husband" party of the second part.

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on February 18, 1983 in Towson, Maryland. That two children were born as a result of the marriage, namely, Lori Ann Houck, born August 16, 1983, and Richard H. Houck, Jr., born September 20, 1984.

As of June 16, 1986, the parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage. 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 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 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. NON-WAIVER OF GROUNDS. 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. VOLUNTARY SEPARATION, NON-MOLESTATION. The parties agree to separate and from the date of this Agreement voluntarily to live separate and apart in separate places of abode without any cohabitation with the intention of terminating the marriage. Neither of the parties

Pltf #1
9/8/87

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. MUTUAL WAIVER OF ALIMONY. In consideration of the provisions contained herein for the respective benefit of the parties and other good and valuable consideration,each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future. The parties understand by this waiver of alimony, that they are forever barred from receiving support from the other and that in the future, no court may award support to either of them from the other.

4. CUSTODY AND SUPPORT OF THE MINOR CHILDREN. That the parties hereto shall have joint custody of the minor children, namely Lori Ann Houck, born August 16,1983, and Richard H. Houck, Jr., born September 20, 1984. By joint custody, it is meant that each parent shall have custody for a period of six (6) months at a time commencing July 1, 1986, with the first such custody being with Carolee Houck. During the period of time that each parent has custody of the said minor children, that parent shall be solely responsible for the care and upkeep of said minor children. However, in the event that due to circumstances or inability of one parent to take custody of the said minor children or other reason over the six (6) months, the other parent shall contribute to the care and upkeep of the said infant children for that period of time.

The non-custodial parent shall have generous rights of visitation with the minor children during the period of time he/she does not have custody.

5. CHATTELS. The parties have divided all chattels as of the date of this Agreement.

6. OUTSTANDING DEBTS. Each party warrants that there are no outstanding bills or debts for which the other is or may be liable, and each shall indemnify the other against any claims for same should the same arise. From the date of this Agreement, neither party shall pledge the credit of the other or incur any debt or obligation which may be chargeable to the other.

7. INCOME TAX REFUNDS. The parties shall have the right to file joint income tax returns for the year 1986, if they so desire, and the refunds shall be divided in a pro rata basis.

8. MUTUAL RELEASE. Except of 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 (including any rights or claims which may now or hereafter exist with respect to Subtitle 6A of Title 3 of the Courts and Judicial Proceedings Article of the Laws of Maryland) 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 (including any rights or claims which may now or hereafter exist with respect to Subtitle 6A of 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 any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. FURTHER ASSURANCE. 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.

10. INCORPORATION 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 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.

11. 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 expressly set forth herein.

12. NON-MODIFIABILITY. None of the provisions contained in this Agreement shall be subject to modification by any Court.

13. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

14. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they affect the meaning, construction or effect of any of the paragraphs of the Agreement.

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

WITNESS:

Sin G. Brith
WITNESS

Carolee S. Houck
CAROLEE HOUCK

Karen Smith
WITNESS

Richard H. Houck
RICHARD H. HOUCK

STATE OF MARYLAND, County OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5 day of August, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared RICARD H. HOUCK and he 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 stated therein and acknowledge 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.

Karen Smith
NOTARY PUBLIC

KAREN SMITH NOTARY PUBLIC BALTIMORE CO. MD.

July 1, 1990
My commission expires:

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of June, 1986, before me, a Notary Public in and for the State and City aforesaid, personally appeared CAROLEE HOUCK and she made oath in due form of law that the matters set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as stated therein 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.

IRIS G. BOOTH NOTARY PUBLIC BALTIMORE CITY, MD.

Iris G. Booth
NOTARY PUBLIC

7/1/90
My commission expires:

WENDY C. TRACEY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WARREN S. TRACEY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4443

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28th day of September, 1987, that the Plaintiff, WENDY C. TRACEY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WARREN S. TRACEY; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 20, 1985 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, WENDY CAROL BURNETT; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

Filed Sept. 29, 1987

MMG/dmh/9-4-85

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 5th day of September, 1985, by and between WENDY CAROL TRACEY, hereinafter called "Wife", party of the first part, and WARREN STEVEN TRACEY, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 14, 1980, in Baltimore County and no children were born to them as a result of the marriage.

On April 6, 1985, 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 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 of

Pltf #1
9/8/85

terminating the marriage, and having done so since April 6, 1985, 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 agrees to carry and keep in force the existing Blue Cross and Blue Shield insurance or its equivalent on the Wife until the date of any judgment of divorce that may be entered between the parties hereto.

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. Husband shall be entitled to retain as his sole, separate and individual property the 1984 Ford Bronco II which is titled in the name of the said Husband. Husband shall be solely responsible for the obligation to Carroll County Bank and Trust Company which was incurred to purchase said vehicle and shall indemnify Wife from any and all liability in connection therewith.

6. The parties own jointly a 1972 Larson Boat. The parties agree that Husband shall be entitled to retain the boat as his sole, separate and individual property and shall be responsible for any and all expenses related thereto and shall indemnify Wife from any and all liability in connection therewith. Wife agrees to execute any and all documents necessary to effectuate the issuance of a new certificate of

title for said boat in the name of Husband. Husband shall be responsible for the payment of any costs of transfer.

7. The parties agree that they have satisfactorily divided all bank accounts and each party relinquishes all right, title and interest in any bank accounts which are titled in the name of the other, either solely or jointly with a third party or parties.

8. The parties agree and stipulate that there are no joint debts or obligations. Wife has two charge accounts: Visa account no. 4013-0597-0153-6073 which is in Wife's name alone; and Sears account no. 54-85151-66209-3 which is also in Wife's name alone. Wife agrees to be solely obligated for the payment of these accounts and shall indemnify Husband from all liability in connection therewith.

9. The parties are jointly obligated as tenants on a lease for the property known as 1903 Dennings Road, Westminster, Maryland. Husband agrees to assume sole liability for the payment of rent and for any and all other obligations which exist now or may exist in the future in connection with said property and shall indemnify Wife from any and all liability in connection therewith. Husband further agrees to have Wife's name removed from the lease immediately or at the expiration of the current lease term.

10. 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.

11. 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.

12. 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.

13. 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, Family Law Article, Sections 8-201

through 8-213, 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.

14. 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.

15. 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 trust, 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 necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the personal property described. 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.

16. 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.

17. 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.

18. 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.

19. 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.

Susan T. Yeager
Witness:

Wendy Carol Tracey (SEAL)
WENDY CAROL TRACEY

Susan T. Yeager
Witness:

Warren Steven Tracey (SEAL)
WARREN STEVEN TRACEY

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 23 day of September, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WENDY CAROL TRACEY, 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.

Susan T. Yeager
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JULY 1, 1986

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 23 day of September, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WARREN STEVEN TRACEY, 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.

Susan T. Yeager
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JULY 1, 1986

LANCE VICTOR ERNST	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MICHELE MARIE ERNST	:	Carroll County
Defendant	:	Case No. CV 4256

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 2nd day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Lance Victor Ernst, be and he is hereby granted an Absolute Divorce from the Defendant, Michele Marie Ernst; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated May 20, 1987, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant shall pay the remaining one-half thereof.

Luke K. Burns
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
OCT 2 12 25 PM '87
LARRY W. SHIPLEY CLERK

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of May, 1987, by and between LANCE VICTOR ERNST, residing in Carroll County, State of Maryland, hereinafter called "Husband" and MICHELE MARIE ERNST, residing in Carroll County, State of Maryland, hereinafter called "Wife".

EXPLANATORY STATEMENT

The parties were legally married on July 27, 1985 in Carroll County, Maryland, by a religious ceremony, in accordance with the laws of the State of Maryland. No children have been born as a result of the marriage.

For causes arising prior hereto, the parties are not now living as Husband and Wife. On February 5, 1986 the parties mutually agreed voluntarily to separate and 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 have 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 adjust and settle all questions pertaining to their respective property rights, spousal support, maintenance and counsel fees and all other matters growing out of their marital relationship.

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

1. RESERVATION OF GROUNDS

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for

MME

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

Pl. Exhibit No. 1

divorce which either of them may not or hereafter have against the other, the same being hereby expressly reserved.

2. TERMS OF SEPARATION

2.1. The parties mutually and voluntarily agree with the intention of terminating the marriage to continue to live separate and apart, in separate places of abode, without any cohabitation, as they have since February 5, 1986.

2.2. Each party shall be free from interference, direct or indirect, by the other as fully as though unmarried. The parties shall not molest nor malign each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever. Each party may, for his or her separate benefit, engage in any employment, business or profession he or she may choose and may reside in such place as he or she may choose, not inconsistent with the other terms of this Agreement.

2.3. The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, either temporary or permanent, shall in no way affect the provisions of this agreement having to do with the settlement and disposition of their property rights in their respective reality and personality, unless a new Agreement is entered into in writing mutually revoking and rescinding this Agreement which states new or modified terms for the settlement and disposition of the said property rights.

3. SUPPORT AND MAINTENANCE OF WIFE AND HUSBAND

Wife does hereby waive and relinquish any right she may have to alimony, either permanent or pendente lite. Husband does hereby waive and relinquish any right he may have to alimony, either permanent or pendente lite. Both realize that

MHE

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

by so waiving alimony at this time, they will be forever barred from receiving alimony in the future.

4. FAMILY HOME

4.1. The parties covenant and agree that the real property known as 1597 Smiley Drive, New Windsor, Maryland 21776 has been used as the principal residence of the spouses when they lived together, is presently being used by Husband as his principal residence.

4.2. For the total consideration of the sum of One Thousand Five Hundred ($1,500.00) Dollars, the receipt of which is hereby acknowledged by Wife, Wife shall convey all of her right, title and interest in the said family home to Husband. Husband covenants and agrees that he will indemnify and hold Wife harmless from any any all liability for payments due in connection with said real property at 1597 Smiley Drive, New Windsor, Maryland 21776.

5. PERSONAL PROPERTY

The parties have divided all the personal property owned by them individually or acquired during the course of the marriage to the satisfaction of each, and each hereby waives any claim, right, title and interest to any personal property in the possession of the other as of the date of the signing of this Agreement.

6. OUTSTANDING DEBTS-NO FURTHER PLEDGE OF CREDIT

6.1. Wife currently operates an automobile which is leased in the names of both parties. Husband hereby waives andy and all claim, right, title and interest which he may have to said automobile pursuant to the terms of said lease, and Wife hereby agrees to indemnify and hold Husband harmless for any payments due thereunder.

MHE

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

6.2. From February 5, 1986 neither party has nor shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other, except as otherwise provided in this Agreement or by mutual consent of the parties.

7. TAX MATTERS

The parties agree to file joint Federal tax returns for the 1986 tax year and the refunds, if any, divided 64% to Husband and 36% to Wife, file separate State tax returns, each retaining any refund free from any claim of the other and thereafter the parties may file in any lawful manner.

8. COUNSEL FEES AND COURT COSTS

8.1. Husband and Wife agree to divide evenly any Court costs and any Master's fees in connection with any action which may be instituted at any time in the future between the parties hereto for a divorce.

8.2. In consideration for the covenants and pledges which inure to the use and benefit of both the parties hereby release each other from any and all claims or contributions for or toward any legal services rendered to them, past, present or future, in connection with this matter or any matter whatsoever.

9. MUTUAL RELEASES

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 or reserved 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

MNE

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, 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, and including any rights which either party may have pursuant to MD. FAMILY LAW Article, Section 8-201, et seq.

10. FURTHER ASSURANCES

The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and 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.

11. INCORPORATION

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 passes 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

MNE

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

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.

12. INTEGRATION

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.

13. INDEPENDENT COUNSEL, PARTIES FULLY INFORMED

Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

14. MODIFICATION AND WAIVER

14.1. 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.

14.2. None of the provisions of this Agreement shall be subject to modification by any Court.

15. CONTROLLING LAW

This Agreement shall be interpreted in accordance

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

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

16. EFFECTIVE DATE

The effective date of this Agreement shall be this 20th of May, 1987.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to two (2) counterparts of the Agreement, each of which shall constitute an original, this 20th day of May, 1987.

WITNESSETH:

Jeffrey H. Gray — Lance Victor Ernst (SEAL)
As to Husband — LANCE VICTOR ERNST

Jean Wilson — Michele Marie Ernst (SEAL)
As to Wife — MICHELE MARIE ERNST

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of May, 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared LANCE VICTOR ERNST and made oath in due form of law that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Jeffrey H. Gray
Notary Public

My Commission Expires: July 1, 1990

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 20th day of May, 1987 before me, a Notary Public in and for the State and County aforesaid, personally appeared MICHELE MARIE ERNST and made oath in due form of law that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

Grace Wilde
Notary Public

My Commission Expires: July 1, 1990

MME

LAW OFFICES
JEFFREY H. GRAY
P.O. BOX 51
17000 YORK ROAD
MONKTON, MD 21111-0051
(301) 329-2104

GEORGIA MARIE BROTHERS	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DENNIS WAYNE BROTHERS	:	Carroll County
Defendant	:	Case No. CV 4356

JUDGMENT OF ABSOLUTE DIVORCE

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 15th day of September, Nineteen Hundred and Eigyty-seven, that the above-named Plaintiff, Georgia Marie Brothers, be and she is hereby granted an Absolute Divorce from the Defendant, Dennis Wayne Brothers; and

It is further ADJUDGED and ORDERED that the Plaintiff, Georgia Marie Brothers, be and she is hereby awarded the guardianship and custody of Shannon Renee Brothers, and Nicholas Wayne Brothers, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated August 2, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Defendant, Dennis Wayne Brothers, be and he shall have the right of visitation with the minor children of the parties as set out in paragraph entitled "Custody of the Minor Children" of the Agreement, and that Defendant

Filed September 15, 1987

shall pay Plaintiff child support in the amount of $100.00 per week for the two children, and, in addition thereto, shall maintain medical insurance, etc. for the children, all pursuant to paragraph "Support and Maintenance of the Minor Children" of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Luke K. Burns
Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 2nd day of AUGUST, 1986, by and between DENNIS WAYNE BROTHERS, hereinafter referred to as "Husband", and GEORGIA MARIE BROTHERS, 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 2nd day of June, 1979 in the State of Maryland, County of Carroll.

WHEREAS as a result of the said marriage, there two (2) children born, namely: SHANNON RENEE BROTHERS, born July 22, 1979, and NICHOLAS WAYNE BROTHERS, born May 15, 1980..

WHEREAS certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 24th day of June, 1986 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 children 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 promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent,

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

Pl. Exhibit No. 1

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 the 24th day of June, 1986, 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, 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 CHILDREN

The Wife shall have the care and custody of the minor children of the parties with the right and privilege to the Husband to visit with said children at such time and place as the parties shall mutually agree upon.

In the event the parties cannot amicably agree upon the said visitation rights in a reasonable manner, it is agreed that the Husband shall have the right to have the children with him 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 Husband shall further have the right to have the children with him for a period of at least two weeks during the summer vacation period, provided that the Husband shall give the Wife at least two month's notice in writing in advance for such visitation.

In addition to the preceding provisions for visitation, the children shall alternate the following holidays spent with one parent in 1986, 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 children shall spend alternate birthdays with each parent.

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.

Nothing herein contained shall be construed as an obligation or duty on the part of the Husband to accept custody of the children for the time and periods indicated, the intention of the parties being that the Husband's right of visitation shall be entirely optional with him; and, should he desire, he may waive the privilege of visitation on any occasion, for any reason, without waiving his right to future visitations; however, in order to maintain an orderly and smooth relationship between the parties and the children, and further for the convenience of the Wife, the Husband shall notify the Wife 24 hours in advance of his intention not to exercise any of the visitation periods.

SUPPORT AND MAINTENANCE OF THE MINOR CHILDREN

The Husband shall pay unto the Wife for support and maintenance of the minor children the sum 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 toward support shall cease when the child reaches the age of eighteen, marries, becomes self supporting or upon the death of the minor child or the Husband, whichever event shall first occur.

In addition to the aforesaid support, the Husband agrees to maintain medical insurance in force on the minor children. Husband also agrees to maintain the minor children as beneficiaries under the life insurance which the Husband has

through his employment so that in the event of the Husband's death, support may continue. To the extent that the Husband shall fail to comply with the provisions of this section his estate shall be chargeable. The parties further agree that all medical, orthodontal, dental and optical expenses not covered by insurance shall be divided equally between them. The parties obligations to maintain said insurance and pay said expenses shall continue until the occurrence of the events set forth in the foregoing paragraph.

INSURANCES

The Husband agrees to maintain medical insurance coverage in force on the Wife until the final divorce of the parties. The parties also agree to maintain a joint automobile insurance policy covering all of their vehicles until settlement. The Husband shall pay the cost of these insurances.

DISPOSITION OF PERSONAL PROPERTY

All 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. Upon reasonable advance notice to the Husband, 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 interst of the Husband. 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 own name, free and clear of any interest of the other.

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.

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 consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

OUTSTANDING INDEBTEDNESS

The Husband agrees to assume all responsibility for the furniture (Town & Country) bill, VISA bill, Sears bill, Dr. Robert Tunney bill, Carroll County Bank & Trust truck loan, and the bill to his father for remodeling. Husband shall indemnify and hold harmless the Wife from any and all liability in connection therewith.

MISCELLANEOUS PROVISIONS

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

merged in said Decree, but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annullment 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 affect the remaining terms and provisions hereof.

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, 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 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 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 not married.

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, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

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

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 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 four (4) 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 endure 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:

_____ Dennis W. Brothers (SEAL)
DENNIS WAYNE BROTHERS

Lisa Pickett Georgia Marie Brothers (SEAL)
GEORGIA MARIE BROTHERS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 2nd day of August, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, DENNIS WAYNE BROTHERS, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

_____
NOTARY PUBLIC

My commission expires on July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 1st day of August, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, GEORGIA MARIE BROTHERS, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Lisa Pickett
NOTARY PUBLIC

My commission expires on July 1, 1990.

ATTACHMENT "A"

Server in dining room

Microwave

Flatware, dishes, pots, and pans

China I had before marriage

Living room furniture

Childrens' bedroom furniture

My bedroom furniture that I had before marriage

Alarm clock

Air conditioner that was mine before marriage

ATTACHMENT "A"

Server in dining room

Microwave

Flatware, dishes, pots, and pans

China I had before marriage

Living room furniture

Childrens' bedroom furniture

My bedroom furniture that I had before marriage

Alarm clock

Air conditioner that was mine before marriage

Parties agree on the following trade-off
Husband keeps server in dining room,
1/2 pots, pans, dishes and flatware
Wife in turn will get rocking chair,
cedar chest, 1/2 xmas decoration,
1/2 towels and various chattels
so agreed to by husband

Dennis W Brothers
Georgia M Brothers
Marie Price
11/8/86

PAMELA J. FREDERICK	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KEITH L. FREDERICK	:	Carroll County
Defendant	:	Case No. CV 2858

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 2nd day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Pamela J. Frederick, be and she is hereby granted an Absolute Divorce from the Defendant, Keith L. Frederick; and

It is further ADJUDGED and ORDERED that the Plaintiff, Pamela J. Frederick, be and she is hereby awarded the guardianship and custody of Brian C. Frederick, the minor child of the parties hereto, with the right unto the Defendant, Keith L. Frederick, to have visitation with said child every other week-end on Friday from 6:00 P.M. to Sunday, 6:00 P.M.; alternate holidays (New Year's Day; Easter; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Christmas Eve; Christmas Day; and New Year's Day); and three weeks during the summer school recess (one week in June; one week in July; and one week in August),--the times for the alternate holidays and the three one-week periods during the summer to be agreed upon by the parties; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of $35.00 per week toward the

Filed Oct. 2, 1987

support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Ruth K. Burns
Judge

REBECCA S. CONAWAY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
GEORGE A. CONAWAY, JR.	:	Carroll County
Defendant	:	Case No. CV 2391

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 2nd day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Rebecca S. Conaway, be and she is hereby granted an Absolute Divorce from the Defendant, George A. Conaway, Jr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Rebecca S. Conaway, and the Defendant, George A.Conaway, Jr., be and they are hereby awarded joint guardianship and custody of Scott Lee Conaway, the minor child of the parties hereto, with said child's primary residence being with the Plaintiff, and with the right to reasonable visitation to Defendant; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated July 1, 1985 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 Defendant pay direct unto Plaintiff child support in accordance with Paragraph entitled "Child Support" and, in addition thereto, shall pay medical, dental and optical

expenses for said child as set out in Paragraph entitled "Medical and Dental Expenses of Child"of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitues an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Luke K Burns
Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 12th day of ~~April~~ July, 1985, by and between REBECCA S. CONAWAY, hereinafter referred to as "wife" and GEORGE A. CONAWAY, JR., herein referred to as "husband".

EXPLANATORY STATEMENT

The parties hereto were married by a religious ceremony on March 25, 1974, in Carroll County, State of Maryland. As a result of their union, there was one (1) child born to the parties, namely SCOTT LEE CONAWAY, born, AUGUST 8, 1975, hereinafter referred to as "Child". In consideration of the differences which have arisen between the parties, they are now and have been since February 3, 1985, living separate and apart from one another, voluntarily and by mutual consent, in separate abodes, without cohabitation, with the specific purpose and intent of ending their marriage union.

It is the mutual desire of the parties entering into 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 their respective rights 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 other marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the

Pl. Exhibit No. 1

parties hereto covenant and agree as follows, all as of the effective date of this Agreement.

RELINQUISHMENT OF MARITAL RIGHTS

The parties hereto shall continue to live separate and apart from one another, free from interference, authority and control by the other, 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 rights to reside in the home of the other.

RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself/herself and his/her respective heirs, personal representatives and assigns, grants, remises, and releases to the other, any and all rights or interests which he/she now has or may hereafter acquire in the real, personal or other property of the other party.

Each of the parties agrees to execute and deliver any and all deeds, releases, quick claims, or oather 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 of any kind and nature against the other party, including all interests incident ot 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 in Common Law, specifically including all claims, demands, and interests arising under the Marital Property Act, Family Law Article, Annotated Code of Maryland, as from time to time amended, 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 Will or under the Laws of Descent as the case might be, free from any right of inheritance, title, or claim of the other party as if the parties at such time were unmarried.

CHILD CUSTODY AND VISITATION

The parties shall have "joint" care and custody of the minor child of the parties, with the child's principal residence to remain with the wife, and the right and privilege of the husband to have reasonable visitation with their child, until such time as the parties agree otherwise in writting by entering into an Adendum to this Agreement.

RC

CHILD SUPPORT

The husband shall pay to the wife, for the support and maintenance fo the minor child, the sum of Twenty Five Dollars ($25.00) per week and upon the childs reaching his thirteenth birthday, the husband shall pay a sum of not less than Forty Dollars ($40.00) per week, until the first to occur of the following events with respect to said child:

1. The death of said child or husband.
2. The marriage of the child.
3. The child's becoming self-supporting; or,
4. The child's arrival of the age of eighteen (18) years.

MEDICAL AND DENTAL EXPENSES OF CHILD

The husband shall be responsible for and shall pay all medical, dental and optical expenses of the minor child of the parties until the first to occur of the following events with respect to said child.

1. The death of said child or husband.
2. The marriage of the child.
3. The child's becoming self-supporting; or,
4. The child's arrival of the age of eighteen (18) years.

RC

PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties hereto have divided up their personal property. They agree that all tangible personal property and household items presently

located at the wife's residence shall remain the sole and exclusive property of the wife, free and clear of any interest of the husband, and that all tangible personal property and household items presently located at the husband's residence, shall be and remain the sole and exclusive property of the husband, free and clear of any interest of the wife.

Each party shall retain, as his/her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of every kind, nature of charater in his/her own name, free and clear of any interest of the other.

MARITAL HOME

The parties hereto, own, as tenants by the entireties, improved premises in Carroll County, Maryland, known as 3333 Uniontown Road, Westminster, Md. 21157, hereinafter referred to as "Home". The home is subject to a Lien of Mortgage and the parties agree that the wife shall have the exclusive right to occupy the Home until such atime as either the parties agree, in writing to sell the Home or one of the parties purchases the interest of the other in said Home. So long as the wife continues to occupy the home, she shall be solely responsible for the Mortgage payments thereon and any expense incurred as a result of necessary maintenance to the home. At such time as the wife should remarry, she shall have the choice of either listing the home with a reputable broker, offering to sell the Husband her interest or buying the Husband's interest in the Home.

The respective "interesst" of the parties shall be

determined as follows:

1. The husband's interest (at time of sale and/or purchase by either party) shall be the equivalent of one-half (1/2) or fifty percent (50%) of all monies paid toward the purchase of the home, from the date of purchase through February of 1985, less any penalty or interest charged by the Bank in regard to arrearage and/or delinguent payment as adjusted at the time of any sale or transfer from the date of purchase through February 1985, if applicable.

2. The wife's interest (at the time of sale or subsequent purchase by either party) shall be equivalent of one-half (1/2) or fifty per-cent (50%) of all monies paid toward the purchase of the home, from the date of purchase through February of 1985, plus all additiional monies received in payment resulting from the sale of the home, adjusted as was the husbands' interest excepting any adjustment of penalties shall reflect from the arrearage assessed commencing with March 1985, through the date of sale or transfer, if applicable.

In the event that the home is sold rather than purchase of the husband's interest by the wife, or purchase of the wife's interest by the husband, the parties hereto agree to divide any and all costs incurred as a result of the sale of the home equally between them.

Not withstanding anything to the contrary contained herein, in the event of the death of either of the parties hereto before the house is either sold or the interest of one of the parties is purchased by the other, the survivor of the parties shall succeed to the interest of the deceased party in the mari-

RC

tal home, which shall become the properties of the survivor, free and clear of any interest of the Estate of the Deceased party. Each party thereby specifically retains his/her right of survivorship in and to the marital home for so long as the home remains in their joint names.

MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties hereto, that hereinafater they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, the wife releases and discharges the husband absolutely and forever, for the rest of her life from any claims and demands past, present, and future, for alimony and support, both pendente lite and permanent; and, the husband releases and discharges the wife absolutely and forvere, 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.

DEBTS

Each of the parties hereto shall assume all responsiblity for the debts contracted for himself/herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability thereof.

From and after the date of this Agreement, the husband and the wife convenant 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 the 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/her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

EXEMPTIONS-INCOME TAX

The wife shall have the sole and exclusive right of claim the minor child of the parties as her dependent, on her Income Tax Return, and the husband agrees not to declare the child as his dependent on his Income Tax Return.

MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, by this Agreement and does for himself/herself, his/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, which either of the parties may have in the future or now has against the other excepting the husbands agreement to repay the sum of Nineteen Hundred and Sixty-Eight Dollars ($1,968.00), given him as a personal loan from the wife, said loan is to be repaid under the terms previously agreed upon between them; and except any or all causes of acction for divorce.

Neither party waives or condons any claim for divorce which either party may have against the other, now or at any time

in the future, and each party hereto, expressly reserves the right to assert any such claim.

COUNSEL FEES; COURT COSTS

Each of the parties hereto shall pay his/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 or legal services rendered to him/her at any time in the past or present.

However, each party hereby expressly reserves the right to petition for counsel fees which maybe accrued in the future as a result of the other party reaching his/her obligations as assigned by this Agreement.

If a divorce proceeding is brought by either party against the other, the parties hereto agree that the Court/Master shall determine which of the parties costs shall be assessed upon.

MISCELLANEOUS

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

B. Except as otherwise provided herein, each of the parties hereto for himself/herself, and his/her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Family Law Article, Sub-Section 8-201, et. seg., Annotated Code of Maryland as time from time amended, including but not limited

to any claim for use and possession of the family home, if any; any claim for use and possession of family use personal property, if any; any claim for marital property, if any; and, any claim to monetary award as an adjustment of the equities and rights of the parties concerning marital property.

C. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties hereto may be instituted at any time in the future, this Agreement shall be incorporated in any Decree of Divorce passed by that Court.

In the event that the Court shall 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 hereto mutually and voluntarily agree that in entering into this Agreement, each party has signed 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 marrage.

The wife hereto has been represented by Stephen P. Bourexis, Esq. and the husband has been advised to his right of Counsel prior to the execution of this Agreement.

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 convenants and promises, the parties hereto severally bind themselves, their heirs, personal representative assigns.

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

WITNESS

Rebecca S. Conaway
REBECCA S. CONAWAY

WITNESS

George A. Conaway, Jr.
GEORGE A. CONAWAY, JR.

STATE OF MARYLAND
COUNTY OF Carroll , TO WIT;

I HEREBY CERTIFY, that on this 1st day of ~~April~~ July, 1985, the above named REBECCA S. CONAWAY, personally appeared before me and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties thereto, are true and correct as therein stated and acknowledged and that 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
July 1, 1986

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND
COUNTY OF Carroll , TO WIT;

I HEREBY CERTIFY, that on this 27th day of ~~April~~ June, 1985, the above named GEORGE A. CONAWAY JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties thereto, are true and correct as therein stated and acknowledged and that said Agreement is in fact his acy and deed and that he has full understanding thereof.

AS WITNESS my hand and notarial seal.

Donna L. Rose
NOTARY PUBLIC

My Commision Expires: 7/1/86

BLANCHE L. TESTERMAN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
PAUL L. TESTERMAN, SR.	:	Carroll County
Defendant	:	Case No. CV 4027

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 2nd day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Blanche L. Testerman, be and she is hereby granted an Absolute Divorce from the Defendant, Paul L. Testerman, Sr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Blanche L. Testerman, be and she is hereby awarded the guardianship and custody of Paul L. Testerman, Jr., the minor child of the parties hereto, with the right unto the Defendant, Paul L. Testerman, Sr., 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 and ORDERED that the Defendant pay unto Plaintiff, through the Bureau of Support Enforcement, Carroll County, Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of $40.00 per week toward the support of the minor child of the parties, and, in addition thereto, $10.00 per week toward the arrearage in child support of $270.00, subject to the further Order of this Court; and

Filed Oct. 2, 1987

It is further ORDERED that this Order cosntitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding;

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

Luke K. Burns
Judge

BONNIE DAWN MOORE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MICHAEL EDWARD MOORE	:	Carroll County
Defendant	:	Case No. CV 2117

JUDGMENT OF ABSOLUTE DIVORCE

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 October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Bonnie Dawn Moore, be and she is hereby granted an Absolute Divorce from the Defendant, Michael Edward Moore; and

It is further ORDERED that the name of the Plaintiff, Bonnie Dawn Moore, be and the same is hereby changed to Bonnie Dawn Miller, her maiden name before her marriage to the Plaintiff, Michael Edward Moore; and

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

Luke K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
OCT 7 9 17 AM '87
LARRY W. SHIPLEY
CLERK

NANCY MARIE FREYMAN,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GEORGE WAYNE FREYMAN	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 3420

****

JUDGMENT OF ABSOLUTE DIVORCE

This cause having come forth for a trial before this Court on October 8, 1987 and both parties having appeared with counsel and having agreed to proceed upon the Defendant's Counter Complaint for Absolute Divorce and Other Relief and upon review and consideration of the testimony presented and stipulations of counsel it is this 8th day of October, 1987, by the Circuit Court for Carroll County,

ADJUDGED, ORDERED AND DECREED that the Defendant George Wayne Freyman be and he is hereby granted an Absolute Divorce from the Plaintiff Nancy Marie Freyman; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED, that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 8, 1987, and filed in this cause of action, be and the same is hereby approved and made a part of and incorporated in this Judgment, but not merged herein, having the same force and effect as if fully set forth herein; and

IT IS FURTHER ORDERED that the Defendant pay direct unto the Plaintiff alimony in the amount of One Hundred and Five Dollars ($105.00) per week accounting from October 8, 1987 upon the terms and conditions set forth in the Voluntary Separation and Property Settlement Agreement; and

IT IS FURTHER ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in the Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

IT IS FURTHER ORDERED that, if the Defendant accumulates support payment arrears amounting to more than thirty (30) days of support, he shall be subject to earning's withholdings; and

IT IS FURTHER ORDERED that the Defendant shall notify the Court within ten (10) days of any change of address or employment so long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed Two Hundred and Fifty Dollars ($250.00) and may result in his not receiving notice of proceedings for earning's withholding; and

IT IS FURTHER ORDERED that the balance as of October 8, 1987 in the IRA Account No. 057-981-135-0 presently titled in the name of George Wayne Freyman, individually, and maintained at the Equitable Bank, N.A. shall be divided equally between the Plaintiff and the Defendant pursuant to Internal Revenue Code Section 408(d)(6) and that Plaintiff's portion of these proceeds shall be rolled over into an IRA titled in the name of the

Plaintiff individually as soon as possible following the issuance of this Judgment.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the Supplemental Complaint for Absolute Divorce filed by the Plaintiff herein be and the same is hereby dismissed.

IT IS FURTHER ORDERED that the Defendant shall pay the open Court costs of these proceedings as taxed by the Clerk of the Court.

Luke K. Burns
JUDGE

APPROVED AS TO SUFFICIENCY AND FORM:

BECK, HOLLMAN, HUGHES & FINCH, CHTD.

By William O'B. Finch Jr.
WILLIAM O'B. FINCH, JR.
Attorneys for Defendant

Keith D. Saylor
KEITH D. SAYLOR
Attorney for Plaintiff

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT, made this 8th day of October, 1987, by and between NANCY MARIE FREYMAN, hereinafter called "Wife", and GEORGE WAYNE FREYMAN, hereinafter called "Husband".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Carroll County, Maryland on August 13, 1961.

The parties having mutually agreed to voluntarily separate and having done so on January 1, 1986, and thereafter having lived separate and apart without cohabitation, and that their intent in doing so was to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the 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:

1. AGREEMENT TO LIVE SEPARATE AND APART

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 having commenced on January 1, 1986.

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.

DEFENDANT'S EXHIBIT 1 CV 3420

2. TANGIBLE PERSONAL PROPERTY

All tangible personal property of the parties has already been divided between them and each shall hold as his or her sole and separate property such articles of tangible personal property as are now in his or her respective possession. In order to adjust the division of tangible personal property Husband shall pay to Wife the sum of Three Thousand Dollars ($3,000.00) which sum shall be paid at the time this Agreement is executed.

3. AUTOMOBILES

Within thirty (30) days from the date this Agreement is executed, Husband will deliver to Wife, all necessary, fully executed and acknowledged documents, prepared at Husband's expense, which shall convey to Wife all of Husband's right, title and interest in and to the 1978 Datsun 280-Z automobile, presently operated by Wife, to the end that Wife shall be the sole owner of good and merchantable title to this automobile, Wife will execute all necessary documents to effectuate transfer and to avoid the payment of any taxes to the extent permitted by law.

Wife hereby waives all right, title and interest in and to the 1977 Ford Pickup Truck and 1977 Volkswagon Rabbit, both automobiles being titled in the name of the Husband individually.

4. INTANGIBLE PERSONAL PROPERTY

The parties have previously divided equally their savings account maintained at the Carroll County Bank and Trust Company. Each party is and shall remain the owner of all such bank, savings, financial institution accounts, securities, annuities and life insurance policies as are presently in his or her respective physical possession.

The parties agree to divide equally the balance in savings account number 97-297-5 titled in the name of the Husband individually and maintained at the Farmer's Bank and Trust Company. The balance in this account as of October 8, 1987 is One Thousand Sixty One Dollars and Forty-One Cents ($1,061.41). Wife shall be paid one-half (1/2) of this balance at the time of execution of this Agreement.

Husband agrees to maintain his present life insurance on himself in an amount equal to at least Seven Thousand Five Hundred Dollars ($7,500.00). Wife shall be the primary beneficiary of this life insurance for a period not to exceed ninety-three (93) weeks, at which time Husband may designate any other beneficiary he deems suitable.

5. INDIVIDUAL RETIREMENT ACCOUNT

Husband and Wife agree that the individual retirement account titled in the name of the Husband and maintained at the Equitable Bank shall be divided between the parties as of the date of the execution of this Agreement. Both parties agree to execute such documents as necessary to transfer to Wife her one-half (1/2) interest in the individual retirement account. Both parties shall comply with all Internal Revenue Service rules to ensure that the transfer as contemplated herein shall not subject either party to income tax nor penalty arising out of this rollover.

6. HEALTH INSURANCE/TAX RETURNS

Husband shall maintain his existing hospital and medical insurance and Major Medical insurance for the benefit of Wife or replace the same with and maintain comparable insurance so long as the parties are married.

Husband and Wife agree to execute and file joint Federal and State income tax returns for the year 1985 and for any subsequent years it may be lawful to do so, if agreeable to both parties. Each party shall pay the proportioned part of the tax due as shall be attributable to his or her respective taxable income and credits computed as if each party filed separate returns as a single taxpayer. Any refunds due the parties as a result of the filing of joint income tax returns shall be divided between the parties proportionately based upon each parties' tax liability computed as if each party filed separate returns as a single taxpayer. Each party warrants to the other that all information provided by him or her for the preparation of the returns will be true, correct and complete. Each party shall in all respects hold the other harmless from any claims for State and Federal income taxes which are attributable to such party's income and deductions and if there is a deficiency assessment on the return, the party whose tax information or income is responsible for the same shall pay the amount ultimately determined to be due, together with interest and penalties, if any, as well as all expenses, including counsel fees, that may be incurred if such party decides to contest the assessment. Each party shall hold the other harmless from any claim, damage or expense arising out of any deficiency assessment which is made by reason of such party's tax information or income.

7. REAL PROPERTY

The parties acknowledge that they own as tenants by the entireties fee simple real property located in Arizona consisting of approximately 6 acres. The parties agree to hold the Arizona property as joint owners and to share equally in all expenses and costs in maintaining the property including but not limited to

real estate taxes. The parties agree that within sixty (60) days from the execution of this Agreement they shall secure an appraisal from a mutually agreeable realtor actively engaged in the sale of real estate and licensed to sell real estate in the State of Arizona. The parties shall then list the real estate for sale with a mutually agreeable realtor on terms which obligate the parties as sellers to pay no more than one-half (1/2) of the state and local transfer tax and documentary stamps and which obligate the parties as sellers to accept no contingency other than a reasonable contingency as to financing for a qualified buyer. The parties shall be bound to accept any contract which equals or exceeds the fair market value of the property as determined by the realtor above and subject only to the conditions expressly set forth herein.

From the date of this agreement and during the period that the real estate is listed for sale, Husband shall pay all carrying charges on the real estate including, real estate taxes, insurance, etc.

The proceeds from this sale shall be distributed as follows:
(a) Any insurance, utilities or tax adjustments at the time of settlement shall be refunded to or paid by the Husband.

(b) Husband shall receive credit for one-half (1/2) of any insurance, utilities or tax adjustments (including those set forth in sub-paragraph (a)) which he has paid from the period beginning on the date of execution of this Agreement until the date of settlement.

(c) Each party shall pay one-half (1/2) of all normal and usual expenses incident to the sale of the property. The balance shall be divided equally between the parties.

The parties own as tenants by entireties the fee simple real property known as 2026 East Deep Run Road, Manchester, Maryland, 21102, which has been occupied as a dwelling by the parties. Husband agrees to pay Wife the sum of Forty Thousand Dollars ($40,000.00) representing her equity in the party's dwelling. The settlement on the real estate shall occur as soon as practicable following the execution of this Agreement, however, Husband shall within sixty (60) days from the date of this Agreement, secure financing for this settlement through a lending institution. Both parties shall cooperate fully to ensure that a settlement on this real estate will occur as soon as practicable. The parties agree, however, that time shall not be of the essence as it pertains to the scheduling of a settlement by a lending institution. At the time of settlement Wife shall deliver to Husband all necessary, fully executed and acknowledged deeds and any other necessary written instruments, prepared at Husband's

expense, containing a special warranty, a warranty against encumbrances and a warranty of further assurances, which shall convey to Husband at the time of settlement all Wife's interest in and to the fee simple property presently owned by the parties as tenants by the entireties known as 2026 East Deep Run Road, Manchester, Maryland. To that end, Husband shall be the sole owner of good and merchantable title to the property, free and clear of all liens and encumbrance except as may be required by the lending institution. Husband shall indemnify and hold Wife harmless for all claims arising out of his ownership and use of the property set forth above.

In the event that Husband is unable to qualify a loan from a lending institution within a reasonable period of time, the parties agree that the real property described above shall be listed for sale with a mutually agreeable realtor who will determine the fair market value of the real property and the parties agree to sell the real estate at the fair market value provided the contract does not require the parties as sellers to pay anymore than one-half (1/2) of the state and local transfer taxes and documentary stamps and which does not obligate the parties as sellers to accept any contingency other than a reasonable contingency as to financing for a qualified buyer. The proceeds from this sale shall be divided equally between the parties with the Husband receiving credit for one-half (1/2) of any homeowner's insurance, real estate taxes, and necessary maintenance and repairs which he may be required to pay pending the sale of the property. Husband agrees to make such payments without claim from the Wife until the time of settlement of the property.

8. DEBTS

Wife shall assume full responsibility for the Mastercharge debt (approximate debt $2,400.00) and the Bamberger's debt (approximate balance $200.00).

Husband and Wife further covenant and agree 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, except as specifically set forth in this paragraph. 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.

9. WAIVER OF ALIMONY

Husband shall pay directly to Wife the weekly sum of One Hundred and Five Dollars ($105.00) payable by check or money order payable on demand, as alimony, which payment shall account from and the first payment shall be due on the date of this Agreement. The alimony payments shall continue only as long as the parties live separate and shall terminate upon the first to occur of any of the following events:

(a) The death of the Wife,

(b) Remarriage of the Wife,

(c) Death of the Husband,

(d) The expiration of ninety-two (92) weeks from the date of this Agreement.

In no event shall Husband have any liability to make any alimony payment or any payment as a substitute for such payment after the death of Wife.

Wife accepts the provisions of this paragraph in lieu of any other provision or allowance for her support. The parties agree that the provisions of this paragraph shall not be subject to modification by the Court and the parties waive the right to ever request any Court to change or make a different provision for Wife's support and neither will hereafter apply to any Court for an increase or decrease in the amount or for a modification of any of the terms of the support for by this paragraph.

10. WAIVER OF RIGHTS

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, Family Law Article, Sections 8-201, et seq., 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.

11. NON-WAIVER OF RIGHTS

Nothing contained in this Voluntary Separation and Property 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.

12. INDEPENDENT COUNSEL

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.

13. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees. Parties acknowledge that they are presently involved in a divorce action which is pending in the Circuit Court for Carroll County and Husband agrees to pay all open Court costs assessed by the Clerk of the Circuit Court in connection with that action.

Court costs arising out of any contempt action involving the parties to this Agreement shall be paid as directed by the appropriate Court.

14. INCORPORATION OF AGREEMENT

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 Judgment 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.

15. MODIFICATIONS TO AGREEMENT

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.

16. ENTIRE AGREEMENT

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.

17. APPLICABLE LAW

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

18. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement 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 the day and date above written.

WITNESS _____ GEORGE WAYNE FREYMAN (SEAL)

WITNESS _____ NANCY MARIE FREYMAN (SEAL)

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 8th day of October, 1987, the above-named GEORGE WAYNE FREYMAN, personally appeared before me 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 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.

WILLIAM O'BRIEN FINCH, JR. NOTARY PUBLIC CARROLL CO., MD.

Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 8th day of October, 1987, the above-named NANCY MARIE FREYMAN, personally appeared before me 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 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.

KEITH D. SAYLOR NOTARY PUBLIC CARROLL CO., MD.

Notary Public
My Commission Expires: 7/1/90

CYNTHIA L. CREEKMORE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ROBERT CREEKMORE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4078

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9th day of ~~September~~ October, 1987, that the Plaintiff, CYNTHIA L. CREEKMORE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ROBERT CREEKMORE, JR.; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, OLIVIA W. CREEKMORE (born December 15, 1979) and HANNA R. CREEKMORE (born November 30, 1982) 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 subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Forty Dollars ($40.00) per week, per child as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

Filed Oct 9, 1987

Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 11, 1986 and filed in this case 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.

Luke R. Burns
JUDGE

RHO/kac 5/27/86

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 11 day of June, by and between CYNTHIA L. CREEKMORE, hereinafter called "Wife", party of the first part, and ROBERT CREEKMORE, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on October 11, 1975, in Roanoke, Virginia and two children were born to them as a result of the marriage; namely, OLIVIA W. CREEKMORE, born December 15, 1979; and HANNA R. CREEKMORE, born November 30, 1982.

On April 18, 1986, 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 children, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

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

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same 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 April 18, 1986, 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. 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.

Ch + 1
9/15/87

3. Wife shall have the care and custody of the minor children of the parties hereto with the right and privilege unto Husband to visit with and have said children with him at all reasonable times. Until Wife moves out of her parents' residence, Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant children the sum of $25.00 per week for each child, a total of $50.00 per week, accounting from and with the first payment being due and payable on the first Monday following the execution of this Agreement and every Monday thereafter. Husband shall also start bank accounts for each minor child in the names of Husband, Wife and the minor child and, until Wife moves out of her parents residence, pay into each account the sum of $15.00 per week to be used for the child's benefit. The funds in the account may be used at any time before the child reaches age eighteen (18) if the parties hereto mutually consent. Any balance remaining in the account will be turned over to the child when she arrives at age eighteen (18). When Wife moves out of her parents' residence, Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant children the sum of $40.00 per week for each child, a total of $80.00 per week, accounting from and with the first payment being due and payable on the first Monday following Wife's move and every Monday thereafter. Said payments with respect to each 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 eighteen (18) except that if any such child shall then be attending high school at the time of arrival at age eighteen (18), such payments for such child 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. Husband agrees to pay the cost of Hanna's pre-school tuition for the 1986-87 school year.

5. The parties shall keep in force and pay the premiums on their presently existing life insurance policies issued by their respective employers and shall designate the children of the parties as joint and equal beneficiaries of said insurance policies. Said policies shall be further endorsed so that the right to change the beneficiary shall revert to the parties upon the first to occur of any one of the following events as to said children: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said children.

6. The parties agree to carry and keep in force Blue Cross and Blue Shield Insurance or its equivalent on the other until the date of any Decree of Divorce that may be entered between the parties hereto. In addition, the parties shall carry and keep in force said hospitalization and medical insurance for the benefit of the parties' children for so long as they are eligible for coverage. The parties agree to split equally the costs of all reasonable and necessary medical, dental, optical, podiatry, nursing and hospital expenses, including the cost of

machines, drugs, therapy and appliances prescribed by a physician, optometrist, ophthalmologist, dentist, orthodonist, or podiatrist for said children which is not covered by either insurance coverage. The obligation to pay said additional expenses shall cease and terminate upon the first to occur of any one of the following events as to said children: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child or party.

7. Each party shall keep the other advised of his or her address or telephone number, and Husband shall not come to the residence of Wife for purposes of visitation without a prior telephone call or other prior arrangement.

8. The parties hereby agree to divide the personal property of the parties in accordance with the list attached hereto as Schedule A. In addition, Husband agrees to allow Wife to leave the following items at 318 Estate Road, Reisterstown, Maryland 21136, until she is able to secure her own suitable living quarters: dishwasher, washer/dryer, refrigerator, vacuum cleaner, and kitchen counter. Also, each party to retain all of his or her clothing, jewelry, and personal effects.

9. Husband shall retain as his sole and individual property, his pension from his present employer, IRA account, stocks and boat.

10. The parties agree to split equally any tax refund obtained from the filing of the parties' 1985 Federal and State income taxes.

11. The parties agree to retain any credit cards for which they are solely and individually responsible. The parties agree to cancel any credit card accounts for which they are jointly responsible.

12. Husband shall pay his school loan which is in his name alone and shall hold Wife harmless and indemnify her with regard to said loan

13. Wife shall retain as her sole and individual property, her pension from her current employer.

14. Husband hereby transfers and assigns unto Wife all his right, title and interest in and to the 1975 Oldsmobile Station Wagon, 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. Husband shall pay the cost, if any, for the transfer of title. Husband also agrees to pay the cost of insurance on said automobile through February, 1987.

15. Husband shall be entitled to retain as his sole, separate and individual property the 1977 Dodge Pickup Truck which is titled in the name of the said Husband.

16. 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.

17. 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.

18. 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 Complaint for Divorce against the other.

19. 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, Family Law Article, Sections 8-201 through 8-213, 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.

20. 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.

21. 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, but not merged, 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.

22. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement. 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.

23. 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.

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

25. Except for the provisions contained in paragraph 3 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.

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

Witness: _____ Cynthia L. Creekmore (SEAL)
CYNTHIA L. CREEKMORE

Witness: _____ _____ (SEAL)
ROBERT CREEKMORE

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 11 day of June 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CYNTHIA L. CREEKMORE, 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.

KELLY A. COURTE NOTARY PUBLIC CARROLL CO. MD.

Kelly A. Courtt
Notary Public

My Commission Expires:
7-1-86

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 5th day of June 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT CREEKMORE, 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

My Commission Expires:

SCHEDULE A

The personal property is to be divided as follows:

ROBERT CREEKMORE

1. Living room furniture
2. Bedroom furniture
3. Dining room furniture
4. Den furniture
5. Big TV set
6. VCR
7. Lawn mower
8. Grills
9. Crock pot
10. Blender
11. Microwave

CYNTHIA L. CREEKMORE

1. Children's furniture
2. Old chest
3. Little TV set
4. Stereo, radio
5. Lawn furniture
6. Silver
7. China
8. 2 living room lamps
9. Children's clothing, jewelry and personl effects
10. Needlework items
11. Dustbuster
12. Scrubber
13. Small appliances
14. Dishwasher
15. Washer/dryer
16. Refrigerator
17. Vacuum cleaner
18. Kitchen counter

Each party to get 1/2 of the following:

1. Family pictures
2. Mexican things
3. Kitchen things
4. Linens
5. Records

Cynthia L. Creekmore

STEVEN BRIAN STERNER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CAROL ANN STERNER	:	Carroll County
Defendant	:	Case No. CV 4257

JUDGMENT OF ABSOLUTE DIVORCE

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 9TH day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Steven Brian Sterner, be and he is hereby granted an Absolute Divorce from the Defendant, Carol Ann Sterner; and

It is further ADJUDGED and ORDERED that the Defendant, Carol Ann Sterner, be and she is hereby awarded the guardianship and custory of Michael Steven Sterner, the minor child of the parties hereto, with liberal rights of visition with said child to Plaintiff, at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation Agreement by and between the parties hereto, dated April 13, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Plaintiff shall make certain payments toward the support of the minor child

Filed Oct 9, 1987

pursuant to the terms of the Separation Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed $250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

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

Robert R. Burns
Judge

THIS AGREEMENT, made this 13 day of April, 1987, by and between CAROL ANN STERNER, hereinafter called "Wife", party of the first part, and STEVEN BRIAN STERNER, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 18, 1970, in Westminster, Carroll County, Maryland. One child was born to them as a result of the marriage; namely, MICHAEL STEVEN STERNER, born November 30, 1973.

On ~~June 15, 1979~~ July 9, 1983, 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 interests to enter into this Agreement to formalize said voluntary separation, to settle their respective rights, the custody and support of their minor child 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:

Pl. Exhibit No. 1

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 ~~June 15, 1979~~ July 9, 1983, 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, 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 child. Wife shall cooperate to the fullest extent possible to effectuate this intent. Wife shall be responsible for the support, maintenance, education and general welfare of

the minor child, with the exception of medical and hospital expenses referred to in paragraph 6 herein.

Husband further agrees to contribute to the college education of said child, for a maximum of four (4) consecutive years of undergraduate education. The amount which Husband shall be obligated to pay shall be limited to eighty per cent (80%) of the actual costs of tuition, fees, books, and room and board which are not covered by scholarship funds. Husband's obligation hereunder shall continue, with respect to said child, as long as said child applies himself to his studies and maintains a current and continuous academic standing as a full-time student.

Wife shall execute a written declaration on a form to be provided by the Internal Revenue Service stating that she will not claim such child as a dependent. Wife shall give such executed declaration to Husband upon his request, on or after January 1st of each year for the calendar year just ended.

4. It is the 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 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.

5. Husband shall keep in force and pay the premiums on his presently existing life insurance policy or policies in the aggregate amount of One Hundred Thousand Dollars ($100,000.00) and shall designate Wife as trustee beneficiary of said insurance policy or policies for the benefit of the minor child of the parties. Said policies shall be further endorsed so that the right to change the beneficiary shall revert to the Husband upon the first to occur of any one of the following events as to said child: (a) arrival at age of twenty-one (21) years; (b) marriage; (c) becoming self-supporting; or (d) death of said child.

Husband shall carry and keep in force his present medical and hospital insurance as provided by his employer, through Connecticut General Insurance Company, or its equivalent, for the benefit of the parties' 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: (a) arrival at age of twenty-one (21) years; (b) marriage; (c) becoming self-supporting; (d) death of said child or Husband; or (e) termination of his current employment.

6. Husband shall pay, as the same are incurred, all reasonable and necessary medical, dental, optical, podiatry,

nursing and hospital expenses, including the cost of medicines, drugs, therapy and appliances prescribed by a physician, optometrist, ophthalmologist, dentist, orthodontist, or podiatrist, for said child. 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 such as aspirin, toothpaste, etc. Except in the case of emergency or except when under all the circumstances it shall not be feasible or practical to have prior consultation with Husband with respect thereto, Husband shall have the right to designate the doctors, dentists, or hospitals with whom bills are incurred on behalf of said child. If Husband shall breach this paragraph, he and his personal representatives shall be liable to Wife or to the supplier for all reasonable and necessary bills incurred in connection with services, medicines, appliances, etc., furnished to the child. The terminal date of Husband's obligation under this paragraph shall be the same as is provided in the preceding paragraph.

7. Each party shall keep the other advised of his or her address or telephone number, and neither shall come to the residence of the other for purposes of visitation without a prior telephone call or other prior arrangement.

8. All tangible personal property and household chattels presently located at the parties' residence shall be and remain

the sole and exclusive property of Wife, free and clear of any interest of Husband, with exception of those items listed on Schedule A, which is attached hereto and incorporated herein as part hereof. Upon reasonable advance notice to Wife, 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 Husband, free and clear of any interest of Wife.

9. The parties acknowledge that they are joint owners of bank accounts at Union National Bank and Carroll County Bank and Trust and both agree that the monies in said accounts shall be retained by Wife for her benefit and that the Wife shall execute such documents as necessary to transfer said monies to an account or accounts in her name alone. In addition to said accounts, Husband agrees to pay to Wife the sum of Four Thousand Dollars ($4,000.00), in cash or securities, of which Two Thousand Three Hundred Dollars ($2,300.00) was paid in cash on March 13, 1987. The balance of said payment to be made at the time a final judgment of divorce is entered between the parties hereto. Husband waives repayment of the Two Thousand Dollars ($2,000.00) loaned by him to Wife.

No part of the aforementioned payments or other payments paid to Wife by Husband shall be considered alimony.

The parties acknowledge that they are also jointly-titled owners of a certificate of deposit at Carroll County Bank and Trust Company, with a face value of Two Thousand Five Hundred Dollars ($2,500.00), as well as eighteen hundred (1,800) shares of PAYCO American stock, with a fair market value of approximately Thirty Thousand Dollars ($30,000.00), one hundred (100) shares of Control Data stock, with a fair market value of approximately Two Thousand Seven Hundred Dollars ($2,700.00), one hundred (100) shares of Mobil Oil stock, with a fair market value of Four Thousand Four Hundred Dollars ($4,400.00), and three hundred (300) shares of Bethlehem Steel stock, with a fair market value of Two Thousand Four Hundred Dollars ($2,400.00). In consideration of Husband's financial commitments herein, and the source of these jointly titled funds and stocks, Wife shall convey to Husband all of her right, title and interest in and to said certificate and stocks when Husband so requests, and Wife shall execute such documents as are necessary to effect conveyance of said certificate and stocks to Husband, with Husband paying the costs of conveyance.

10. The parties own as tenants by the entireties, in fee simple, the property known as 2427 Clydesdale Road, Finksburg, Maryland 21048, as more fully described in a deed recorded among the Land Records of Carroll County in Liber 749, folio 486. Said property is subject to a lien of principal mortgage held by

Carroll County Bank and Trust Company in the approximate amount of $64,000.00. Said mortgage shall be refinanced to reduce the loan term to fifteen (15) years and to allow Husband to withdraw his equity in the house. A lien of second mortgage is held by First General Mortgage in the approximate amount of $7,500.00. The parties agree that the Wife and minor child shall have the exclusive right to occupy said home. So long as Wife and child continue to occupy the home in accordance herewith, Husband shall be solely responsible to pay when due the monthly principal mortgage to Carroll County Bank and Trust Company in the present amount of Seven Hundred Thirty Dollars ($730.00), and Husband shall be solely responsible to pay when due the monthly second mortgage to First General Mortgage in the present amount of One Hundred Seventy-Five Dollars ($175.00). Husband shall also be responsible for property taxes and insurance on said home. During said occupancy, Wife shall solely be responsible for all other expenses of the home, including but not limited to, water, utility bills, telephone bills, and all necessary repairs, both major and minor. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein and shall indemnify him from any liability therefor.

Husband's obligation toward payment of the mortgages shall be reduced by fifty per cent (50%) of the monthly payments (including taxes and insurance) in the event that Husband becomes

unemployed or Wife remarries. Such reduction in Husband's obligation towards the monthly mortgage payments shall in no way affect the distribution of proceeds from the sale of the house as set forth below. Upon the expiration of the loan period, Husband's obligation to pay the mortgages, taxes and insurance ceases. During the term of Husband's obligation as set forth hereinabove, Husband shall be entitled to claim as a deduction for federal and state tax purposes, the amount of interest paid on the second mortgage to First General Mortgage.

Upon agreement of the parties to do so, but in no event later than June 1, 2008, the home shall be sold, either directly or though a duly licensed real estate broker, at the best price obtainable, and the net proceeds from the sale, after payment of the expense thereof and the discharge of all liens and encumbrances thereon, shall be divided as follows:

a. If the house is sold during the loan period, Husband will receive three and thirty-four one-hundredths per cent (3.34%) of the net proceeds for each year the mortgage has been paid, to a maximum of fifty per cent (50%), of the proceeds, but not less than Two Thousand Five Hundred Dollars ($2,500.00).

b. If the house is not sold until 2008, the proceeds will be divided so that fifty per cent (50%) goes to Husband and fifty per cent (50%) goes to Wife.

If the house is sold prior to the parties' minor child reaching age eighteen (18) years, Husband will pay Three Hundred Dollars ($300.00) per month in child support until the time that said minor child reaches eighteen (18) years of age.

This payment agreement ends with the death of either spouse.

The parties further agree that Husband shall be entitled to claim the interest paid on the aforementioned mortgage to Carroll County Bank and Trust Company, as well as the real property taxes levied on said home, as deductions on his tax returns during the period of Wife's occupancy.

11. Husband agrees to be responsible for the remaining joint indebtedness to Visa through SOVRAN (Bank of Virginia) in the approximate amount of Two Thousand Two Hundred Dollars ($2,200.00) incurred prior to the execution of this Agreement, and the Sears account in the approximate amount of Three Hundred Dollars ($300.00), and Husband will indemnify Wife and hold her harmless for any claim or claims made or arising from said indebtedness. Wife agrees to be responsible for the remaining indebtedness on the joint Washington charge card in the approximate amount of Three Hundred Dollars ($300.00) and the Exxon/Gulf charge cards in the approximate amount of Two Hundred Dollars ($200.00), and Wife will indemnify Husband and hold him harmless from any claim or claims made or arising from said indebtedness.

12. Husband and Wife covenant and agree with each 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.

13. 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.

14. 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, Family Law Article, Sections 8-201 through 8-213, 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 claim to any pension,

retirement, profit sharing funds or annuities, past, present or future, 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.

15. 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, 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.

16. 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 Judgment 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 Judgment, 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 said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

17. Except for the provisions contained in 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.

18. 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.

19. 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.

20. 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.

V. Mary Schmidt — Witness
Carol Ann Sterner (SEAL)
CAROL ANN STERNER

Witness
Steven Brian Sterner (SEAL)
STEVEN BRIAN STERNER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of April, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CAROL ANN STERNER and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

Anna M. Goodwin
Notary Public
My commission expires: 7/1/90

ANNA M. GOODWIN NOTARY PUBLIC CARROLL CO., MD. 7/1/90

STATE OF ILL, Cook County to wit:

I HEREBY CERTIFY that on this 9 day of April, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STEVEN BRIAN STERNER and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Diane B. Kelly
Notary Public
My commission expires: ~~7/1/90~~

My Commission Expires 5/13/90

CARL C. TAYLOR	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SHARON JEAN TAYLOR	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3253

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9TH day of ~~September~~ OCTOBER, 1987, that the Counter-Plaintiff, SHARON JEAN TAYLOR, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Counter-Defendant, CARL C. TAYLOR; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 7, 1985 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Counter-Plaintiff be and she is hereby authorized to resume the use of her maiden name, SHARON JEAN HUBER; and

IT IS FURTHER ORDERED, that the Counter-Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
OCT 9 9 22 AM '87
LARRY W. SHIPLEY
CLERK

MMG/dmn/10-2-85

SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 7 day of October, 1985, by and between SHARON JEAN TAYLOR, hereinafter called "Wife", party of the first part, and CARL CHESTER TAYLOR, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on April 24, 1980, in Carroll County and no children were born to them as a result of the marriage and none is expected.

On September 1, 1985, 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 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

Pl #1
9/15/87

places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since September 1, 1985, 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 agrees to carry and keep in force the existing Blue Cross and Blue Shield insurance which he has through his employment until the date of any judgment of divorce that may be entered between the parties hereto.

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. Husband hereby transfers and assigns unto Wife all his right, title and interest in and to the 1984 Ford Tempo and he shall execute such documents as may be necessary or proper for the issuance for a new certificate of title for said automobile in Wife's name alone. Wife shall pay the costs, if any, for the transfer of title and shall indemnify and save Husband harmless from any and all liability in connection with the obligation to Union National Bank which was incurred in order to purchase said vehicle.

6. Husband shall be entitled to retain the 1977 Ford truck, the 1967 Ford Mustang and the 1968 Ford Mustang as his sole, separate property and shall indemnify and save Wife harmless from any liability in connection with those vehicles.

7. The parties agree that they have satisfactorily divided the proceeds of all joint bank accounts and each party waives any claim he or she may have as to any funds in any account which the other may have any interest either alone or with a third party.

8. The parties own a mobile home which is located at 2201 Old Westminster Pike. The parties agree that they will sell said mobile home and equally divide the proceeds of sale which remain after the satisfaction of all liens and encumbrances and the payment of all expenses of sale.

9. Husband agrees to be solely responsible for the obligation to Union National Bank which was incurred to purchase a welder and to pay off the balance owed on the 1977 Ford pickup truck. Husband agrees to be responsible for any balances owed on the Mobil credit card which is in his sole name and the Choice credit card which is in Wife's sole name. Wife agrees to be solely responsible for the Sears charge card which is in her sole name. Each party agrees to indemnify and save the other harmless from any and all liability in connection with the obligations which they have agreed to be solely responsible for.

10. 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.

11. 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.

12. 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 Complaint for Divorce against the other.

13. 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, Family Law Article, Sections 8-201 through 8-213, 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.

14. 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.

15. 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 trust, 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 necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the personal property described. 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.

16. 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.

17. 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.

18. 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.

19. 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.

Gladys M. Huber — Witness:

Sharon Jean Taylor (SEAL)
SHARON JEAN TAYLOR

Witness:

Carl Chester Taylor (SEAL)
CARL CHESTER TAYLOR

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 7 day of October 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SHARON JEAN TAYLOR, 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.

Ronald E. Wilson
Notary Public

My Commission Expires: July 1, 1986

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 7th day of Oct. 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CARL CHESTER TAYLOR, 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.

Michael M. Galloway
Notary Public

My Commission Expires: 7/1/86

MICHAEL M. GALLOWAY NOTARY PUBLIC CARROLL CO. MD.

LINDA B. EBERSOLE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
RICHARD M. EBERSOLE	:	Carroll County
Defendant	:	Case No. CV 4261

JUDGMENT OF ABSOLUTE DIVORCE

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 9th day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Linda B. Ebersole, be and she is hereby granted an Absolute Divorce from the Defendant, Richard M. Ebersole; and

It is further ADJUDGED and ORDERED that the Plaintiff, Linda B. Ebersole, and the Defendant, Richard M. Ebersole, be and they are hereby awarded joint custody of Brett Michael Ebersole, the minor child of the parties hereto, with said child residing on an equal time basis, more or less, with each party, and with Plaintiff and Defendant having the right of visitation with said child at reasonable times and under proper circumstances; all subject, however to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that Plaintiff and Defendant be and they are each liable for the support of the minor child during the times said child is residing with that parent; subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the

Filed Oct 9, 1987

parties hereto, dated September 19, 1985, and it is hereby approved and incorporated, but not merged,into this Judgment of Absolute Divorce; and

It is further ORDERED that Defendant pay Plaintiff the sum of $100.00 a month alimony for a twenty-four month period accounting from September 19, 1985, as set out in said Agreement; and

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

Luke K. Burns
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 19th day of September, 1985, by and between RICHARD EBERSOLE, of Carroll County Maryland, herein called "Husband", and LINDA EBERSOLE, 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 June 16, 1973, and whereas certain irreconcilable differences have arisen between the said parties for which reason they have voluntarily consented and agreed to separate from the date of this agreement, and no longer to reside together as husband and wife, and they do hereby voluntarily consent and agree from the date of this agreement to live separately 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:

CUSTODY

The parties desire to share in the care and upbringing of their son, BRETT MICHAEL EBERSOLE, born September 30,1980. To that end, the parties agree that they shall have joint legal custody of BRETT MICHAEL EBERSOLE. Major holidays and extended vacations shall be allocated as equally as possible between husband and wife, allowing reasonable summer vacation with each parent. The parties agree to consult with each other in all major aspects of Brett's life, including , but not limited to, education, religious instruction, lessons, medical care, travel, recreational opportunities such as camp, and employment. The parties agree to inform each other of appointments, and social and educational developments of their son. Either party shall have the right , at any time, to inspect medical and education records and to confer with medical and educational professionals about Brett.

Pl. Exhibit No. 1

The parties agree that they shall be jointly ~~libel~~ liable for all reasonable and necessary expenses of their child. as the signing of this Agreement, each party agrees to support Brett during that party's custodial time. The parties further agree to share equally the responsibility and costs of Brett's transportation from one parent to the other. Recognizing the changing financial circumstances of the parties and Brett's changing needs, the parties agree to renegotiate the sharing of expenses from time to time, in good faith, and as circumstances may dictate.

Wife and husband shall keep each other informed of any chages of residence or telephone number. Neither party shall come to the premises of the other without prior arrangement. It is the desire of the parties that Brett maintain a full relationship with relatives on both side of his family. To that end, the parties agree that should either of them die or fail to maintain contact with Brett, the other party will nevertheless continue to foster the relationship between Brett and the family of the opposite party.

AGREEMENT TO LIVE SEPARATE AND APART

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, businesss, or trade which to him or her shall seem 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 proceeding for restoration of conjugal rights or otherwise or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, and 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 spearately by each, except as herein provided.

That contemporaneously with and by the excution and delivery of this agreement, and in consideration of the premises, wife does 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 except as herein provided.

It is specifically agreed that husband will be entitled to retain the possession, and ownership of the following personal property; Stihl saw, brush cutter, canoe, freezer, Omni heater, brass bed, one oak dresser, Brett's bedroom suite, rocher, dining room table and chairs, dough table, stained glass, stero, VCR,TV, and living room suite.

Wife will be enttitle specifically to the microwave, washer, dryer, refrigerator, one oak dresser, all other major furnishings not listed above and all gifts and items purchased by wife during marriage.

The parties acknowledge joint ownership of a 16 H.P. garden tractor tiller and sickle bar. These items will be sold and the proceeds will be divided equally between the parties.

Husband will transfer towife any and all interest that he may have in a 1984 Mitsubishi automobile. Wife agrees to indemnify and hold husband harmless regarding the transfer and ownership of said automobile and any obligation arising therefrom.

Wife will transfer to husband any and all interest that she may have in a 1981 Datsun truck. Husband agrees to indemnify and hold harmless regarding the transfer and ownership of said vehicle and any obligation arising therefrom.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon, known as 1660 East Richardson Road, Westminster, Maryland 21157. It is agreed by and between the parties that the aforementioned real estate will be appraised by a reputable real estate appraiser in Carroll County. The property will be listed for sale by a mutually agreed upon realestate broker at the appraised price. The parties agree that wife shall have the right to remain in the house until such time as the property is sold. In the event that the property is not sold within eighteen(18) months, either party can demand that the property be sold at public auction. The proceeds from the sale of said property will be divided pursuant tothe following formula; After the costs of said sale have been paid(said costs toinclude realtor's commissions, auctioneer's commissions if necessary, taxes and points if applicable), it is agreed by and between the parties that wife will receive fifty percent(50%) of the proceeds and husband will receive fifty percent(50%).

It is agreed that thefollowing payments will be made to the wife from the husband's shareof the proceeds from the sale of said real property:

1. The sum of $3,000.00 will be paid tothe wife or her parents in return for a loan previously made to the parties.

The parties acknowledge the ownership as tenants by the entireties of various and other properties. The parties agree tothe following disposition of the remaining real property:

The properties on Phillips Lane, Wilson's Inheritance Subdivision, will be maintained for the benefit of Brett's education. In the event that the parties agree to sell any properties located on Phillips Lane, Wilson's Inheritance Subdivision, said monies resulting from the sale will be invested in for Brett's education.

Wife agrees to transfer to husband any and all interest that she may have in 1528 North Bond Street and 1819 North Bond Street, Baltimore, Maryland. It is agreed that husband will indemnify and hold wife harmless regarding the transfer of said property or any obligation arising therefrom.

Husband will transfer to wife any and all interest that he may have in 1635 North Bradford Street and 1659 North Milton Street, Baltimore, Maryland. It is agreed that wife will indemnify and hold husband harmless regarding the transfer of said property or any obligation arising therefrom.

SUPPORT

It is agreed by and between husband and wife that husband will pay to wife the sum of One Hundred Dollars ($100.00) per month ailmony and that said sum would be taxable to wife as income, and for husband as deduction. for a period of twenty-four (24) months, or until such time as husband dies, wife dies or wife remarries. Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself, except as provided herein.

It is agreed by and between husband and wife that wife will receive the sume of Seventy-two dollars ($72.00) a month from the Wetzel check , until such time as the Wetzel mortgage is fully paid.

DEBT

That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, husband does hereby 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 in his individual capacity.

That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, wife does hereby 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 in her individual capacity.

MUTUAL 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, 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 each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

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) Law 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.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

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 propert 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. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her 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 of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

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. It is understood and agreed that each party will pay his or her own counsel fees 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 party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

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, 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 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.

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.

INCORPORATION INTO DECREE OF DIVORCE

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, but shall not merge therein. 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.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

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

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

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

WITNESS:

Barbara L. McGrath — Richard Ebersole (SEAL)
RICHARD EBERSOLE

Barbara L. McGrath — Linda L. Ebersole (SEAL)
LINDA L. EBERSOLE

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 17th day of Sept, 1985, the above-named RICHARD EBERSOLE personally appeared before me and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged 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.

Barbara L. McGrath (SEAL)
NOTARY PUBLIC

My Commission Expires: 7/1/86

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 17th day of Sept, 1985, the above-named LINDA L. EBERSOLE personally appeared before me and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged 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.

Barbara L. McGrath (SEAL)
NOTARY PUBLIC

My Commission Expires: 7/1/86

MARY BOLLINGER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
FRED C. BOLLINGER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4104

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9th day of ~~September~~ October, 1987, that the Plaintiff, MARY BOLLINGER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, FRED C. BOLLINGER; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her former name, MARY DOROTHY LAMBERT; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
OCT 9 9 21 AM '87
LARRY W. SHIPLEY
CLERK

DEBRA LYNN COLE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JACK DEMPSEY COLE, JR.	:	Carroll County
Defendant	:	Case No. CV 4237

JUDGMENT OF ABSOLUTE DIVORCE

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 9TH day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Debra Lynn Cole, be and she is hereby granted an Absolute Divorce from the Defendant, Jack Dempsey Cole, Jr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Debra Lynn Cole, and the Defendant, Jack Dempsey Cole, Jr., be and they are hereby awarded joint custody of David Preston Cole and Jason Michael Cole, the minor children of the parties hereto, with the children's primary residence being with Defendant, and with the right unto the Plaintiff to visit said children at reasonable times and under proper circumtances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the matter of child support be and it is hereby reserved for future determination; and

It is further ORDERED that Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Luke K. Burns
Judge

Filed Oct. 9, 1987

CYNTHIA HOPE HUNSAKER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DONALD GRAHAM HUNSAKER	:	Carroll County
Defendant	:	Case No. CV 4312

JUDGMENT OF ABSOLUTE DIVORCE

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 9TH day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Cynthia Hope Hunsaker, be and she is hereby granted an Absolute Divorce from the Derendant, Donald Graham Hunsaker; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated September 8, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the name of the Plaintiff, Cynthia Hope Hunsaker, be and the same is hereby changed to Cynthia Hope Feld, her maiden name before her marriage to the Defendant, Donald Graham Hunaker; and

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

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
OCT 9 9 21 AM '87
LARRY W. SHIPLEY CLERK

Luke K. Burns
Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 4th day of September, 1986, by and between DONALD GRAHAM HUNSAKER, hereinafter referred to as "Husband", and CYNTHIA HOPE HUNSAKER, 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 27th day of June, 1981 in the State of Maryland, County of Baltimore.

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 have lived separate and apart since the 2nd day of March, 1985 and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

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

NOW THEREFORE in consideration of the promises, 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

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
96 PENNSYLVANIA AVENUE
WESTMINSTER, MD 21157

TELEPHONE
848-1000
876-1070

Pl. Exhibit No. 1

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 the 2nd day of March, 1985, 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, 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

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 the 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 own name, free and clear of any interest of the other.

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.

The Wife agrees to allow the Husband to walk through the premises at 150 Grand Drive, Taneytown, Maryland 21787, to make sure that none of his personal effects have been left there.

LIFE INSURANCE

Each party agrees to maintain the other party as beneficiary under any life insurance or disability plans which they currently have, until such time as all bills incurred during the marriage are paid. At such time as a marital bill is paid in full, the party paying the bill will furnish documentation showing the payment to the other party.

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 consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

DISPOSITION OF MOTORCYCLE

The Husband and Wife are the owners of a 1980 Yamaha Maxim Motorcycle. There is a loan for said motorcycle through Wife's credit union with monthly payments of $116.08. Husband agrees to give to Wife each month sufficient monies to make the payments due on the motorcycle. At such time as the motorcycle is paid for, Wife agrees to transfer the motorcycle to the Husband's name. The Husband shall pay the cost of the transfer.

The Husband shall maintain insurance on the motorcycle. If the Husband is unable to obtain insurance on the motorcycle the Wife shall obtain insurance for it and the Husband shall provide the Wife with the money to pay the premiums for such insurance.

DISPOSITION OF REAL PROPERTY

The parties own as tenants by the entireties the real property known as 150 Grand Drive, Taneytown, Maryland 21787. Said property is subject to the lien and effect of a mortgage.

Upon request of the Wife, Husband shall convey to the Wife all of his right, title and interest to the real property and shall execute any documents which may be necessary for the conveyance of such right, title and interest to the Wife. Wife shall pay the cost of the transfer.

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 the Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband.

OUTSTANDING INDEBTEDNESS

The Husband shall assume and pay the Choice account, VISA accounts, Sears account, and any other marital bills which he is currently paying. The Wife shall assume the freezer bill, Shavitz bill, and the loan for the Chevette. Each party shall indemnify and hold harmless the other party from all liability in connection with said bills as they assume hereunder.

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 annullment 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 affect the remaining terms and provisions hereof.

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, 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 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 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 not married.

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, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

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

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 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 four (4) 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 endure 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:

_____ _____ (SEAL)
DONALD GRAHAM HUNSAKER

Lisa Puckett _____ (SEAL)
CYNTHIA HOPE HUNSAKER

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 9th day of September, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, DONALD GRAHAM HUNSAKER, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

_____
NOTARY PUBLIC

My commission expires on July 1, 1990

RICHARD J. HACKERMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 18th day of August, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, CYNTHIA HOPE HUNSAKER, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Lisa Puckett
NOTARY PUBLIC

My commission expires on July 1, 1990.

END OF VOLUME

END OF VOLUME