	*	
LAWRENCE M. SCHAFFER	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS	*	FOR
ANNA MAY SCHAFFER	*	CARROLL COUNTY
DEFENDANT	*	CIVIL CASE NO. 4366

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JUDGMENT OF ABSOLUTE DIVORCE

The above entitled cause having come on for hearing, the parties having appeared, and testimony having been taken and considered, it is this 13th day of June, 1988, by the Circuit Court for Carroll County,

1. ADJUDGED that Lawrence M. Schaffer, Plaintiff, be, and he hereby is, granted an absolute divorce from Anna May Schaffer, Defendant; and

2. ORDERED, each party is denied alimony by the express waiver thereof;

3. ORDERED, the agreement reached by the parties and spread upon the record be, and the same is hereby adopted by the Court and incorporated into, but not merged in this judgment; and

Filed June 13, 1988

4. ORDERED, that Plaintiff pay unto Defendant the sum of $15,200.00 as a monetary award as per the parties' agreement, and that said amount be, and the same is hereby entered as a judgment against the Plaintiff in favor of the Defendant, to be paid $10,000.00 in lump sum within thirty (30) days of the date of this judgment, and the balance at the rate of $100.00 per week, the first payment being due one week following the date of this Judgment; and

5. ORDERED, Defendant is $2000.00 in arrears in alimony pendente lite, and said amount shall be paid at the rate of fifty dollars ($50.00) per week, beginning as of June 6, 1988, payment to be made directly to Plaintiff; and

6. ORDERED, that the costs of these proceedings and the suit costs incurred by each party shall be accumulated and paid equally by the parties.

Luke K. Burns, Jr.

Luke K. Burns, Jr.
Associate Judge

COPIES: Coleen Clemente, Esq.
Elwood E. Swam, Esq.

IN THE CIRCUIT COURT OF MARYLAND FOR CARROLL COUNTY

MICHAEL LINDSEY WHITMORE	*	
Plaintiff	*	
vs.	*	Case No. CV 4516
SANDRA WHITMORE	*	
Defendant	*	

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

JUDGMENT FOR ABSOLUTE DIVORCE

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

It is thereupon this 14th day of June, 1988, by the Circuit Court for Carroll County,

ADJUDGED and ORDERED, that the said Michael Lindsey Whitmore, the above-named Plaintiff, be, and he is granted an ABSOLUTE DIVORCE from the Defendant, Sandra Whitmore, and, it is further,

ORDERED, that the Agreement between the parties dated May 19, 1987, and the Addendum to the Agreement, dated December 23, 1987, relative to custody, child support, alimony, property rights, counsel fees, court costs and other pertinent matters, be and the same are hereby approved and made a part of and incorporated in this judgment, but not merged therein, having the same force and effect as if fully set forth herein, and it is further,

Filed June 14, 1988

MYERS & SUISSA
ATTORNEYS AT LAW
8701 GEORGIA AVENUE · SUITE 700
SILVER SPRING, MARYLAND 20910
(301) 585-6677

ORDERED, that the Defendant, Sandra Whitmore, be and she is hereby granted the care and custody of the minor children namely, Michelle Lindsey Whitmore, Candice Marie Whitmore and Michael Lindsey Whitmore, Jr., subject to reasonable visitation by the Plaintiff in accordance with the terms of and as more fully set forth in said Agreements, and it is further,

ORDERED, that if the Plaintiff accumulates child support payment arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding, and it is further,

ORDERED, that if the Plaintiff accumulates child support payment arrears amounting to more than thirty (30) days, he shall be subject to a penalty, not to exceed Two Hundred and Fifty Dollars ($250.00), and may result in his not receiving notice of proceedings for earnings withholding, and it is further,

ORDERED, that Plaintiff 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, and it is further,

ORDERED, that the Plaintiff pay the court costs of these proceedings as taxed by the Clerk of the Court.

DONALD J. GILMORE, Judge
Circuit Court of Maryland
for Carroll County

MYERS & SUISSA
ATTORNEYS AT LAW
8701 GEORGIA AVENUE · SUITE 700
SILVER SPRING, MARYLAND 20910
(301) 585-6677

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This Agreement made this 19th day of May, 1987 by and between, SANDRA WHITMORE (hereinafter referred to as "Wife") and MICHAEL LINDSEY WHITMORE, (hereinafter referred to as "Husband");

WITNESSETH:

WHEREAS, The parties were married on December 7, 1975 in Prince George's County, Maryland and are now husband and wife and;

WHEREAS, that there were three children born of the marriage, namely, MICHELLE LINDSEY, born April 9, 1977, CANDICE MARIE, born June 25, 1982 and MICHAEL LINDSEY JR, born May 4, 1984.

WHEREAS, in consequence of irreconcilable differences the parties did, on or about October 1, 1985 voluntarily and mutually agree to live separate and apart in separate places of abode without cohabitation for the rest of their natural lives and have lived voluntarily separate and apart in separate places of abode without cohabitation since that time and;

WHEREAS, The said marriage is without hope or expectation of reconciliation between the parties and the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation and to settle all questions relating to their property rights and other rights and

filed 5-16-88 as exhibit

PLAINTIFF'S EXHIBIT #2 EVD. CV 4516 5-16-88

obligations growing out of the marriage relationship and otherwise.

NOW, THEREFORE, in consideration of the mutual promises made one to the other as hereinafter set forth, and the acts to be performed by the parties hereto, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **SEPARATION:** The parties hereto mutually agree to separate and voluntarily live separate and apart in separate places of abode without any 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. 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 to her may seem advisable.

2. **NO INTERFERENCE:** 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 was 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 attempt to compel the other to cohabit or dwell with him or her.

3. **SUBSEQUENT DIVORCE:** Nothing herein contained shall

be deemed to prevent either of the parties 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 any such action is instituted, each party shall be bound by all the terms of this Agreement. It is therefore intended that the provisions of this Agreement shall not be merged in any decree of absolute divorce, but shall in all respects survive the same and be forever binding upon the parties.

4. **CHILD CUSTODY AND SUPPORT:** Wife shall have the care and custody of the minor children of the parties with the right and privilege unto the Husband to visit with and have said children with him at all reasonable times including every other weekend, alternate holidays throughout the year, and three consecutive weeks during the summer during which time Wife would have visitation every other weekend.

5. **PAYMENT OF CHILD SUPPORT:** Husband agrees to pay to Wife for the support and maintenance of the minor children the sum of One hundred and fifty dollars ($150.00) per month per child to be paid commencing on the date of this agreement and terminating when the children attain the age of eighteen (18), become emancipated, die or marry, whichever event shall first occur. When each child attains

the age of eighteen (18) the total child support (four hundred and fifty dollars) per month shall be reduced by 29% until all three children attain the age of eighteen (18), die, marry or are emancipated at which time child support shall terminate.

6. **PERSONAL PROPERTY:** Wife shall retain as her own the following: The 1984 Ford Tempo and All of the personal property and personal possessions located in the family home with the exception of the items set forth herein. Husband shall retain as his own the following: All of the personal property and possessions in his possession at this time and from the family home the pool table, file cabinet and beverage glasses located in the basement and the 1979 Toyota Corolla. On one occassion within thirty (30) days of the date of this Agreement, he may look in the home for the coffee urns and may take them if he finds them. Each party shall have, own, and enjoy independent of any claim or right of the other party, all items of personalty, chattels, and chooses in action held by each of them individually, or in their respective possession or control including all wearing apparel and personal ornaments, and voluntarily and finally renounce all claim and interest in any personal belongings of the other, as per the terms of this Agreement, at the time of the execution hereof and at any time

7. **REAL PROPERTY** The parties hereto acknowledge

that they are the owners, as tenants by the entirety, of certain real property known as 7541 John Picket Road, Woodbine, Maryland, 21797.

A. Husband shall sign over to Wife any and all interest he presently has in the family home at the time of the signing of this agreement.

B. Husband has cooperated and will continue to cooperate in the refinancing in the mortgage on the family home. Husband will not require Wife to take his name off the mortgage on the family home. Wife shall be fully responsible for any and all payments associated with the family home including the mortgage balance, taxes, insurance, utilities, and repairs arising out of or in connection with the property. Wife shall be entitled to full tax advantage for any payments she makes should the parties file a separate tax return. Wife will indemnify and hold husband harmless from any responsibility for any payment associated with the family home.

8. **DEBTS AND OBLIGATIONS:** As to the obligations of the parties, Wife shall pay the following: any and all outstanding bills in her individual name. Husband shall pay the following: any and all outstanding bills in the joint names of the parties prior to October 1, 1985, including the debt on the 1984 Ford Tempo automobile and the home improvement loan. Each party shall be fully responsible

for the complete payment and discharge of said debt and obligation. Further, each party shall indemnify and hold the other party harmless from any liability or responsibility for the payment and discharge of such debts and obligations. From this date forward neither party shall pledge the credit of the other. Both parties agree that there are no joint obligations or debts outstanding and that from this date forward, neither party shall pledge the credit of the other nor contract for the purchase of any goods and/or services in the name of the other nor chargeable to the other. It is agreed that the party incuring such debts or obligations shall be solely responsible.

9. **ATTORNEY'S FEES:** Each party has been represented by counsel of his or her choosing during the negotiation and execution of this Agreement. Each party shall be solely responsible for his or her attorney's fees for past rendered services and in connection with any future litigation for divorce between the parties. Provided, however, that should either party breach the terms of this Agreement, he or she shall be responsible for the reasonable attorney fees and costs of the other in any litigation or arbitration which results from the aforementioned breach.

10. **TAX RETURNS:** In the future and so long as the parties are husband and wife, they may file joint income tax returns at their joint and mutual option. As long as

Husband is current in his payment of child support, he can claim MICHELLE and CANDICE as his dependents for tax purposes. Wife shall claim MICHAEL as her dependent for tax purposes. Wife agrees to provide Husband with whatever documentation is necessary so that he can legally take such deduction on his income tax returns.

11. **INSURANCE:** Husband agrees to maintain all existing health insurance or its equivalent for the benefit of the minor children until responsibility for the payment of child support shall cease. Husband also further agrees to maintain all existing health insurance or its equivalent for the Wife until a Decree of absolute divorce is granted. The parties agree to be equally responsible for the medical, dental and prescription expenses not covered by insurance.

12. **LIFE INSURANCE:** Husband agrees to maintain life insurance, whether term or whole life on his life in an amount equal to $50,000.00 until the youngest child attains the age of twenty-two (22) years.

13. **JOINT WAIVER AND RELEASE:** Except as herein otherwise provided, each of the parties hereto, for himself or herself, and for his or her heirs, legal representatives, administrators, executors and assigns,hereby waives any right to act as administrator of the other party's estate and hereby waives any right of election which he or she may have or may hereafter acquire regarding the estate of

the other, or to take under or against any last Will or Testament of the other, whether heretofore or hereafter executed; and the parties do further renounce and release all interest, right, claim of right to dower, curtesy, intestate share or otherwise that he or she now has or might otherwise have against the other, on the property of whatsoever nature,real or personal, of the other under or by virtue of the laws of any State or Country. Each party hereby releases the other of all claims and demands of every kind, name and nature, including all liability on account of support, maintenance or alimony. Such mutual waiver of alimony and property rights is forever binding and not subject to modification by any court. 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, Laws of Maryland Title 8, Family Law Article, Annotated Code of Maryland, including but not limited to any claim to use and possession of the family home, if any; use and possession of family use personal property, if any; and any claim to a monetary award as an adjustment to the equities and rights of the parties concerning marital property, if any.

14. **MISCELLANEOUS PROVISIONS:**

A). The parties 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.

B). This Agreement shall be offered in evidence in any action for divorce and at the instance of either party may be incorporated by reference in any such decree that may be granted. 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 times.

C). This Agreement and all amendments shall be governed by the laws of Maryland. No modification or waiver of any of the terms, provisions or paragraphs 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 as a waiver of any subsequent default or breach of the same or similar nature.

D). Each party hereto declares that he or she has had independent legal advise by counsel or the opportunity to obtain the same; that each has been fully informed of the advisability of obtaining independent legal counsel; that each believes this Agreement to be fair and reasonable; and that each acknowledges that he or she signs the Agreement freely and voluntarily and not as result of

any fraud, duress or undue influence exercised by any person. Each party further agrees that this Agreement constitutes the entire understanding between the parties and that there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein. Each party has fully disclosed the nature and extent of his or her real and personal property and interests and sources of income.

E). This Agreement shall be executed in triplicate and each of the copies shall be deemed an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the said parties have executed and acknowledged this Agreement the day and year first above written.

WITNESSES:

Sandra Whitmore
SANDRA WHITMORE

x Michael L. Whitmore
MICHAEL LINDSEY WHITMORE

STATE OF MARYLAND, COUNTY OF HOWARD to wit:

I hereby certify that on this 9th day May, 1987 before me, the subscriber, a Notary public of the State of Maryland, in and for the County aforesaid, personally appeared SANDRA WHITMORE who, made oath in due form of law that all the matters and facts set forth in

the aforegoing Agreement are true and correct as therein stated and acknowledged the aforegoing Agreement in writing to be her voluntary act and deed.

Witness my hand and notarial seal.

My Commission Expires: 7-1-1990

MICHELLE McKEON NOTARY PUBLIC HOWARD COUNTY, MD

Kathy McKeon

Notary Public

STATE OF MARYLAND, COUNTY OF to wit:

I hereby certify that on this 2nd day of March, 1987, before me, the subscriber, a Notary public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL LINDSEY WHITMORE who, made oath in due form of law that all the matters and facts set forth in the aforegoing Agreement are true and correct as therein stated and acknowledged the aforegoing Agreement in writing to be his voluntary act and deed.

Witness my hand and notarial seal.

My Commission Expires:

SUZANNE MYERS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

Suzanne Myers

Notary Public

ADDENDUM TO VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM made this 23 day of December, 1987, by and between, SANDRA WHITMORE (Wife) and MICHAEL LINDSEY WHITMORE, (Husband);

WITNESSETH:

WHEREAS, the parties entered into a Voluntary Separation and Property Settlement Agreement on May 19, 1987 and wish to make certain changes thereto;

NOW, THEREFORE, in consideration of the mutual promises made one to the other as hereinafter set forth, and the acts to be performed by the parties hereto, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph five of the Voluntary Separation and Property Settlement Agreement is Amended as follows:

PAYMENT OF CHILD SUPPORT: Husband agrees to pay to Wife for the support and maintenance of the minor children the sum of five hundred dollars ($500.00) per month to be paid commencing on the date of this Addendum and the child support shall decrease by the sum of one hundred and fifty dollars ($150.00) per month when MICHELLE LINDSAY attains the age of eighteen, becomes emancipated dies or marries, whichever event shall first occur,and the child support shall decrease by the sum of one hundred and fifty dollars ($150.00) per month when CANDICE MARIE, attains the age of eighteen, becomes emancipated, dies or marries, whichever

filed 5/16/88 as exhibit

PLAINTIFF'S EXHIBIT #3 5-16-88 C14516

event shall first occur, and the child support shall cease when MICHAEL LINDRAY attains the age of eighteen, becomes emancipated, dies or marries, whichever event shall first occur.

2. All other terms of the Voluntary Separation and Property Settlement Agreement dated May 19, 1987, remain in full force and effect.

3. **MISCELLANEOUS PROVISIONS:**

A). This Agreement shall be offered in evidence in any action for divorce and at the instance of either party may be incorporated by reference in any such decree that may be granted. 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 times.

B). Each party hereto declares that he or she has had independent legal advice by counsel or the opportunity to obtain the same; that each has been fully informed of the advisability of obtaining independent legal counsel; that each believes this Agreement to be fair and reasonable; and that each acknowledges that he or she signs the Agreement freely and voluntarily and not as result of any fraud, duress or undue influence exercised by any person. Each party further agrees that this Agreement constitutes the entire understanding between the parties and that there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein. Each party

has fully disclosed the nature and extent of his or her real and personal property and interests and sources of income.

C). This Agreement shall be executed in triplicate and each of the copies shall be deemed an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the said parties have executed and acknowledged this Agreement the day and year first above written.

WITNESSES:

Laura R. Scarlett

Gloria L. Barkanys

Sandra Whitmore
SANDRA WHITMORE

Michael L. Whitmore
MICHAEL L. WHITMORE

STATE OF MARYLAND, COUNTY OF Baltimore to wit:

I hereby certify that on this 12th DAY OF January, 1988, before me, the subscriber, a Notary public of the State of Maryland, in and for the County aforesaid, personally appeared SANDRA WHITMORE, who made oath in due form of law that all the matters and facts set forth in the aforegoing ADDENDUM are true and correct as therein stated and acknowledged the aforegoing Agreement in writing to be her voluntary act and deed.

Witness my hand and notarial seal.

My Commission Expires:
7-1-90

Laura R. Scarlett
Notary Public

STATE OF MARYLAND, COUNTY OF Montgomery to wit:

I hereby certify that on this 23rd day of December, 1987, before me, the subscriber, a Notary public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL L. WHITMORE, who made oath in due form of law that all the matters and facts set forth in the aforegoing Addendum are true and correct as therein stated and acknowledged the aforegoing Agreement in writing to be his voluntary act and deed.

Witness my hand and notarial seal.

My Commission Expires:
7/1/1990

Gloria L. Rattkamp
Notary Public

NICK GONZALES, JR.,	*	**IN THE**
Plaintiff	*	**CIRCUIT COURT**
v.	*	**FOR**
HAZEL MONTEZ GONZALES,	*	**CARROLL COUNTY**
Defendant	*	**CASE NO. CV4842**

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JUDGMENT OF ABSOLUTE DIVORCE

THIS CAUSE, standing ready for hearing and being duly submitted before The Honorable Donald J. Gilmore, the parties having consented and agreed to the passage of a Judgment of Absolute Divorce on the following terms, in the presence of this Court, the proceedings having been read and considered, it is this 14th day of June, 1988, by the Circuit Court for Carroll County,

1. **ORDERED**, that the said **NICK GONZALES, JR.**, Plaintiff, be and he is hereby granted an **Absolute Divorce** from the Defendant, **HAZEL MONTEZ GONZALES**;

2. **IT IS FURTHER ORDERED**, that both the parties hereto, **NICK GONZALES, JR.**, and **HAZEL MONTEZ GONZALES**, shall have the

Filed June 14 1988

joint legal custody of the Minor Child of the parties, CATHERINE DARA GONZALES, born August 10, 1971, and that the said child will live with the Defendant, HAZEL MONTEZ GONZALES. The Plaintiff, NICK GONZALES, JR., will have reasonable rights of visitation with the said child;

3. IT IS FURTHER ORDERED, that the Plaintiff shall pay directly to the Defendant child support for the said Minor Child in the amount of Twenty Dollars ($20.00) per week; however, after the marital home located at 4735 Poole Road, Sykesville, Maryland, has been sold, the said child support will increase to Thirty Dollars ($30.00) per week. During the periods of time when the Minor Child is living with the Defendant, the Plaintiff shall pay child support to the Defendant; however, at such times when the child is living with the Plaintiff, NICK GONZALES, JR., there will be no child support owed or paid by the Plaintiff to the Defendant;

4. IT IS FURTHER ORDERED, that the marital home located at 4735 Poole Road, Sykesville, Maryland, is to be listed for sale

by both parties within ninety (90) days from April 8, 1988;

5. **IT IS FURTHER ORDERED**, that the Plaintiff will pay for carpeting and painting in the marital home, and that at settlement on the said home, he will receive a credit of one-half (1/2) of those amounts from the Defendant, that is to say, from her share of the proceeds of sale. Other than that credit to the Plaintiff, and a lump sum payment which is to be made by the Plaintiff to the Defendant from the proceeds of sale, it is the intention of the parties that they will divide the proceeds from the sale of the marital home equally;

6. **IT IS FURTHER ORDERED**, and agreed by the Plaintiff that he shall waive any credits he might have been able to seek for one-half of the mortgage payments and any other payments toward the marital home since the separation of the parties;

7. **IT IS FURTHER ORDERED**, that no right to alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof;

8. **IT IS FURTHER ORDERED**, that the Defendant waives any interest she has or may have in the Plaintiff's pension plan with UARCO. In exchange for the said waiver by the Defendant of alimony and pension benefits, the Plaintiff, **NICK GONZALES, JR.**, is hereby **ORDERED** to make a lump sum payment to the Defendant, **HAZEL MONTEZ GONZALES**, in the amount of Eight Thousand Dollars ($8,000.00) upon settlement of the marital home. The said amount shall be taken from his proceeds from the marital home;

9. **IT IS FURTHER ORDERED**, that the following items located in the marital home are to be returned to the Defendant, **HAZEL MONTEZ GONZALES**: two single beds, living room furniture consisting of a settee and a couch, two oak end tables, two chairs, a coffee table and a kitchen table;

10. **IT IS FURTHER ORDERED**, that the parties have agreed to file joint 1987 State and Federal income tax returns. If there is a refund, it is hereby **ORDERED** that each party will receive one-half (1/2); however, if money is owed, the Plaintiff, **NICK GONZALES, JR.**, will be responsible for same;

11. **IT IS FURTHER ORDERED**, that for the year 1988, the Plaintiff, **NICK GONZALES, JR.**, will claim the dependency exemption for the Minor Child, **CATHERINE DARA GONZALES**; and, for the year 1989, the Defendant, **HAZEL MONTEZ GONZALES**, shall claim the said child, with the parties continuing to alternate claiming the dependency exemption for each year thereafter that they are entitled to claim the exemption;

12. **IT IS FURTHER ORDERED**, that the parties will make contributions toward the Minor Child's college education, based upon their income on a pro rata basis;

13. **IT IS FURTHER ORDERED**, that the Plaintiff, **NICK GONZALES, JR.**, will be responsible for covering the said Minor Child under his medical insurance policy; and, that the parties will each be responsible for one-half (1/2) of any uncovered or unreimbursed medical insurance payments for the said child;

14. **IT IS FURTHER ORDERED**, that the Defendant, **HAZEL MONTEZ GONZALES**, will cease to be covered under the Plaintiff's family medical insurance plan following the divorce; however, she will

be able to continue coverage under the COBRA legislation for up to thirty-six (36) months and to receive individual coverage under the Plaintiff's group plan with UARCO; however, the said Defendant is to be responsible for paying any insurance premiums for such insurance coverage under the Plaintiff's group medical insurance plan;

15. **IT IS FURTHER ORDERED**, that the Plaintiff waives any interest in any automobiles titled in the Defendant's name; and the Defendant waives any interest in motor vehicles titled in the Plaintiff's name;

16. **IT IS FURTHER ORDERED**, that the Defendant, **HAZEL MONTEZ GONZALES**, be and she is hereby authorized to resume her maiden name of **"HAZEL MONTEZ SMALL"**;

17. **IT IS FURTHER ORDERED**, that the Plaintiff and the Defendant shall be responsible for paying his or her own attorney's fees;

18. **AND, IT IS FURTHER ORDERED**, that the Plaintiff and the Defendant shall divide equally any open Court costs in this proceeding.

JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

Emma Twigg Clarke

EMMA TWIGG CLARKE,
Hampton Plaza - Suite Plaza 6
300 East Joppa Road
Towson, Maryland 21204
583-9001,
Attorney for Plaintiff

William L. Marquat

WILLIAM L. MARQUAT
207 East Main Street
Westminster, Maryland 21157
876-2996,
Attorney for Defendant

SHIRLEY M. RICHARDSON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM A. RICHARDSON, SR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5336

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 ~~April,~~ June 1988, that the Plaintiff, SHIRLEY M. RICHARDSON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WILLIAM A. RICHARDSON, SR.; and

IT IS FURTHER ORDERED, that the guardianship and custody of MICHAEL THOMAS RICHARDSON (born August 17, 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 Dollars ($100.00) per week as child support and in addition that he pay the sum of Ten Dollars ($10.00) per week as alimony, all subject to the further Order of this Court and subject to the following provisions of law:

Filed June 13, 1988

(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 THE FURTHER FINDING of this Court that the Defendant has made no payments either in child support or alimony to date; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 3, 1988 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

SEPARATION AGREEMENT

THIS AGREEMENT is made this 3rd day of February, 1988, by and between SHIRLEY M. RICHARDSON, hereinafter referred to as the Wife, and WILLIAM A. RICHARDSON, SR., hereinafter referred to as the Husband.

WHEREAS, the parties hereto were married on June 20, 1964, in Baltimore, Maryland, and have lived together as Husband and Wife; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties hereby voluntarily and mutually agree to live separate and apart and have from the 2nd day of January, 1988, lived separate and apart; and

WHEREAS, it is the desire of the parties hereto to make full and complete settlement of the property now owned by them and which may be hereafter acquired by them; and

WHEREAS, there were three children born to the parties, only one of whom remains a minor, namely MICHAEL RICHARDSON, born August 17, 1974; and

WHEREAS, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights and all other matters growing out of their marital relation.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH:

That for and in consideration of the premises and of the mutual covenants, agreements and releases herein contained, as well as

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other good and valuable consideration, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

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

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, as of January 2, 1988, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully

and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. All indebtedness and liabilities incurred or created by the parties prior to and including January 2, 1988, will be paid by the Husband. All indebtedness and liabilities incurred or created solely by the Husband subsequent to January 2, 1988, shall be wholly paid by the Husband and the Husband agrees to keep the Wife safe and harmless from the payment of any part of the indebtedness and liabilities incurred by the Husband subsequent thereto. All indebtedness and liabilities incurred or created solely by the Wife subsequent to January 2, 1988 shall be wholly paid by the Wife and the Wife agrees to keep the Husband safe and harmless from the payment of any part of the indebtedness and liabilities incurred by the Wife subsequent thereto.

5. The parties have jointly leased a home at 811 Velvet Run Drive, Westminster, Maryland (hereinafter, the parties´ marital residence). Wife agrees to continue to live in and care for the home so long as she desires, and Husband shall allow Wife to have sole and exclusive occupancy of the said home.

6. As of the date of this agreement, Wife shall own independent of any claim of right of Husband all furniture, and household goods and furnishings of the marriage now in her possession and located at the marital home, except the guns which shall be and remain the sole and exclusive property of Husband; Husband shall own independent of any claim of right of Wife all

furniture, household goods and furnishings of the marriage presently in his possession. The parties have divided all marital and non-marital property as of January 2, 1988, and neither party has any claim to any property in possession of the other from and after that date. Each party shall retain the money that is in their own respective bank accounts in individual names as of the date of this Agreement.

7. The Husband agrees that he will transfer and assign to Wife all of his right, title and interest in and to the 1980 Chevrolet Citation and shall execute such documents as may be necessary and proper for the issuance of a new certificate of title for said automobile in the Wife´s name alone. The parties agree to obtain his/her own car insurance from and after the date of this Agreement.

8. The parties, in consideration of the rights set apart to each of them on the terms hereof, and except as otherwise herein provided, receive the same in full and complete settlement and release of all claims and demands of every kind, name or nature against the other, including all liability now or at any time hereafter existing or accruing either on account of dower, thirds or allowances, either statutory or arising in common law, incident to the marriage relation, intending to relieve the parties entirely from all personal claims and demands and from any that may hereafter attach, arising in any manner from the relation of Husband and Wife and from any and all costs, charges and expenses incident to any divorce suit now pending or that may

hereafter be commenced by either of the parties against the other; and further, the parties release each other from all claims, homestead rights, or any interest whatsoever in any property, real or personal, which each may now own or may be set off to him in the terms of this Agreement, or that he or she may at any time hereafter hold or acquire any interest whatsoever in, either through devise, bequest, purchase, or otherwise, it being understood that this settlement is a total and complete release of the Husband by the Wife and of the Wife by the Husband of all matters and charges whatsoever, and that the parties shall after this settlement require nothing whatever of the other as through the marriage relation had never existed between them, except as otherwise herein provided. Nothing in this Agreement is intended to act as a waiver of any support for the minor child of the parties nor as a waiver on behalf of the child of any property rights of the said child, nor as a waiver of any alimony.

9. Each party waives and relinquishes, except as in this Agreement otherwise provided, any and all rights which he or she may now or hereafter have or acquire to succeed to the estate of the other; and each hereby expressly waives and relinquishes any and all rights to act as personal representative or to nominate a personal representative of the estate of the other or to have set aside to him or to her any of the property of the other as community property, or to have set aside to him or her by any court having jurisdiction of any portion of the estate of the other, any homestead or other property which might be set aside

to a surviving spouse as exempt property, or to demand any family allowance, or any other right, benefit or emolument from the estate of the other, and both parties hereto agree that each will never exercise any right to select a homestead from the property of the other during his or her lifetime.

10. Each of the parties agrees that he or she shall be solely responsible for his/her own attorney´s fees arising out of this separation and any subsequent divorce. The parties further agree to bear their own legal costs in connection with any subsequent divorce proceeding on no-fault grounds or otherwise, notwithstanding who may be the petitioner in that proceeding. The parties further agree that should either find it necessary to incur costs and/or fees in order to enforce the terms of this Agreement, that the party who is successful in his or her efforts to enforce said terms, shall be reimbursed by the other party for any costs and/or fees incurred by the other party.

11. The Wife shall have the care, custody and control of the one minor child of this marriage, subject to reasonable and liberal visitation rights for the Husband.

The parties recognize that these visitation provisions are intended to be in the best interests of the minor child 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.

12. Child Support - The Husband shall provide health insurance for the minor child. He will also pay any medical, dental, or orthodontal bills incurred on behalf of the minor child and unpaid by insurance coverage and he agrees to keep wife safe and harmless for any liability for these payments. As additional support for the minor child, the Husband agrees to pay to the Wife the sum of one hundred ($100) dollars per week payable biweekly on Saturdays and starting January 1, 1988. The support payments provided for in this paragraph shall continue until the first to occur of the following terminating events:

(i) Death of the Husband, Wife or child;

(ii) Change of custody of a child;

(iii) Child's completion of college education, if the child begins college after high school graduation;

(iv) Child's becoming self supporting or otherwise emancipated unless such child remains a full time student in an accredited academic program.

13. The parties agree that Wife shall be entitled to claim the child as her dependent for income tax purposes.

14. Effective the date of this Agreement, Husband will pay unto the Wife, the sum of five hundred twenty dollars ($520.00) per annum, as and for alimony. Said alimony shall be payable in

twenty six (26) equal biweekly installments, accounting from January 1, 1988. These payments shall cease upon either the death of either party or the remarriage of the Wife.

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

As additional support for the Wife, Husband agrees to obtain and keep health insurance on the Wife until they are finally divorced.

15. Each of the parties agree that, if so requested by the other, he or she shall execute and file joint Federal and State income tax returns for any year with respect to which the parties are married on December 31 and/or entitled under the applicable laws and regulations to file a joint return. For each return so filed, each party shall pay their appropriate share of said tax in the same proportion that 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. Any tax refund resulting from over-pay-

ment of taxes will be proportionately divided among the parties based on gross income. Each party shall indemnify and hold harmless the other against any liability for his or her own proportionate share of the tax. This paragraph shall not be construed so that either party will have to pay more tax or receive less of a refund than would have been due from or to him or her had he or she filed in a manner other than jointly.

In addition, and notwithstanding anything otherwise provided herein, Husband agrees to be solely responsible and liable for any tax liens filed on or after 1987 and he agrees to indemnify Wife and hold her harmless from any liability therefor.

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

17. With the approval of any court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties agree that they will nevertheless abide by and carry out all of the provisions thereof.

18. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one

or both of the parties now is or may become a resident of a different state.

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

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

WITNESS:

Michael B. Hennessey — William A. Richardson Jr. (SEAL)
WILLIAM A. RICHARDSON

Michael B. Hennessey — Shirley M. Richardson (SEAL)
SHIRLEY M. RICHARDSON

STATE OF MARYLAND)
COUNTY OF Carroll) ss:

I HEREBY CERTIFY that before the undersigned, a Notary Public, personally appeared WILLIAM A. RICHARDSON, 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 1st day of February, 1988.

Michele B. Hennessey
NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND)
COUNTY OF Carroll) SS:

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared SHIRLEY M. RICHARDSON, 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 3rd day of February, 1988.

Michele B. Hennessey
NOTARY PUBLIC

My Commission Expires: MICHELE B. HENNESSEY NOTARY PUBLIC STATE OF MARYLAND My Commission Expires July 1, 1990

LISA GAYLE DAVIS HOUSEMAN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
BRIAN ROBERT HOUSEMAN	:	Carroll county
Defendant	:	Case No. CV 5382

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 13TH day of June, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Lisa Gayle Davis Houseman, be and she is hereby granted an Absolute Divorce from the Defendant, Brian Robert Houseman; and

It is further ADJUDGED and ORDERED that the Plaintiff, Lisa Gayle Davis Houseman, be and she is hereby awarded the guardianship and custody of Scott Martin Houseman, the minor child of the parties hereto, with the right unto the Defendant, Brian Robert Houseman, to visit said child at reasonable times and udner 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 $200.00 per month toward the support of the minor child of the parties, subject to the further Order of this Court; and

Filed June 13 1988

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 §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 pay the costs of these proceedings.

Luke N. Burns Jr.
Judge

ANTHONY E. DOYLE, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARY ELLEN L. DOYLE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5510

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 14th day of ~~May~~ June, 1988, that the Plaintiff, ANTHONY E. DOYLE, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARY ELLEN L. DOYLE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 22, 1982 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 June 14, 1988

CV 5510

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of December, 1982, by and between MARY ELLEN DOYLE, hereinafter called "wife," party of the first part, and ANTHONY E. DOYLE, JR., hereinafter called "husband," party of the second part.

EXPLANATORY STATEMENT

The parties to this cause were married by a religious ceremony on August 21, 1965, in Baltimore City, Maryland. Two (2) children were born of the parties to this cause, namely MICHAEL ANTHONY, born March 25, 1967, and MARK ANTHONY, born April 1, 1969.

On July 29, 1981, 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 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 their voluntary separation; to settle their respective property, personal and marital rights, the custody and support of their children, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation. Husband wishes to provide all expenses for the minor children through June, 1987, so as to permit wife the opportunity to make substantial progress toward becoming self-supporting by said date. It is anticipated and intended by the parties, in entering this Agreement, that wife shall be employed on a part-time basis during this period, so as to contribute toward her own support, and that wife shall, during this period of time, continue to pursue her studies in order to achieve a Bachelor's degree. Should wife become employed on a full-time basis during this period, the amount of child support contributed by husband shall be reduced, all other factors and circumstances being unchanged.

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

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

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since July 29, 1981, 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 children of the parties, with the right and privilege unto husband to visit with and have said children with him at all reasonable times, including extended visitation during the Summer school vacation, provided that reasonable notice is given by husband to wife concerning all visitation.

4. Husband shall pay directly to wife, as child support, the sum of Two Hundred Thirty-two ($232.00) Dollars every two (2) weeks, until the youngest living child would either reach 18 years of age or graduate from high school (provided that said child is

attending high school on a full-time basis and has not been kept back or had to repeat any school year), whichever event last occurs. (It is understood and agreed that this sum shall not be reduced by the emancipation, death, arrival at age 18, or graduation from high school of one of the children, so long as the remaining child has not either reached 18 years of age or graduated from high school, as set forth above.) Provided, however, that if wife's adjusted gross income (for federal tax purposes) shall exceed the sum of Ten Thousand ($10,000.00) Dollars per year, the amount of child support paid by husband to wife shall be reduced by an amount equal to thirty percent of the difference between Ten Thousand ($10,000.00) Dollars and the adjusted gross income of wife, pro rated on a monthly basis. (By was of illustration, if wife should earn $15,000.00 per year [adjusted gross income], the amount of child support paid by husband would be reduced by 30% of $5,000.00 [the difference between the $15,000.00 gross income and the $10,000.00 cut-off amount], or an annual reduction of $1,500.00. Since payments are being made every two weeks, the $1,500.00 sum would be divided by 26, thereby resulting in a deduction of $57.69 from the $232.00 payment, resulting in a required payment of $174.31.) It is understood and agreed by the parties that this provision requiring the reduction of child support would not affect any other provision of the Agreement, and in particular, it would not affect the obligation of husband to make the payments required by both mortgages, as set forth below.

a. In addition, husband shall maintain the children as beneficiaries on the present (or comparable, should said insurance be no longer available to husband) health insurance that is now afforded husband through his employer, The United States Government, so long as the children are eligible under the terms of said health insurance.

b. In addition, husband shall be responsible for all medical, hospitalization and dental expenses of the children, except for aspirin. Husband shall pay to wife the current medical expenses for Michael Anthony Doyle, now totaling $58.50 bi-weekly, said expenses including, medicine, hospital visits, oxygen, medical supplies, medical equipment, etc.; should other expenses be incurred on behalf of Michael, or should the costs of said expenses increase from the current $58.50 figure, husband shall reimburse wife for same.

c. In addition, husband shall carry and pay the premiums on life insurance policies with benefits payable in the amount of $75,000.00 on his life, with the sons, or survivor of them, as equal beneficiaries, until the youngest living child would reach age 21 years.

d. In addition, husband shall transfer to wife the life insurance policies on the life of Mark Anthony Doyle ($5,000.00 face value) and Michael Anthony Doyle ($1,000.00 face value), and husband shall pay to wife an amount equal to the premium on each policy when each premium is due; wife shall be responsible for the payment of each premium to the insurance company.

5. The parties own as tenants by the entireties, in fee simple, the property known as 3711 Tustin Road, Ellicott City, Howard County, Maryland, 21043, which is now being occupied as a dwelling by wife and the minor sons of the parties. Said property is subject to the liens of a first mortgage and a second mortgage. Wife shall have the right to exclusively occupy said property, rent free, until either July 1, 1987; or death or remarriage of wife; or the death, marriage, emancipation or moving from said home by both of the minor sons of the parties, whichever event first occurs. Upon the happening of said

event, the house shall be sold, with wife to have the first option to purchase husband's interest in the home, based on the average price of three (3) appraisals, one submitted by an appraiser selected by the husband, one submitted by an appraiser selected by the wife, and the third submitted by an appraiser selected by the other two appraisers; however, should wife not exercise her option in writing by July 15, 1987 (with settlement to take place no later than October 1, 1987), the property shall be sold at private or public sale, and the net proceeds of sale shall be equally divided between the parties.

a. Husband shall pay and be responsible for both the first and second mortgages on said property, and also for real estate taxes and assessments and homeowner's insurance; however, said responsibility shall cease on July 1, 1987, or sooner, should wife's right to exclusively occupy the property cease, pursuant to the terms set forth above. The parties understand and agree that said payments shall, in no way, be considered as alimony or spousal support for wife.

b. During the period of her occupancy, wife shall be responsible for the costs of ordinary repairs and maintenance. Each party shall contribute, in accordance with his or her financial means (including assets and income) at the time, to the costs of extraordinary repairs and maintenance (for example, heating and air conditioning plants, plumbing, electricity, structural repairs, etc.), with each party to be reimbursed for his or her expenses from the gross proceeds of the sale of the property.

c. Wife shall be the sole owner of the entire contents of 3711 Tustin Road.

6. Wife shall take all reasonable actions necessary to remain employed on a part-time basis and pursue her Bachelor's degree from the date of this Agreement through July 1, 1987. As long as the provisions of this Agreement in regard to child support are in effect and carried out, wife shall not petition any court for alimony. From and after July 1, 1987, wife shall not be entitled to alimony, even if she would be receiving alimony at said time or if she were disabled so as to be unable to contribute to her own support; wife hereby knowingly and voluntarily waives her right to alimony and spousal support from and after July 1, 1987. Husband waives any claim or right to alimony or spousal support that he might have, past, present or future.

7. Husband shall maintain the present health insurance coverage for wife (or comparable coverage) as is now provided by husband's employer, the United States Government, for as long as the parties are married. Upon the parties becoming divorced a vinculo matrimonii, husband shall pay to wife the sum of Fifty ($50.00) Dollars per month toward wife's purchase of her own health insurance coverage, said monthly payments to cease when wife is covered as an insured by a health insurance plan of her employer, or when the youngest living child reaches age 18 years, whichever event first occurs.

8. Wife waives and relinquishes her right to petition any court for a monetary award. In lieu thereof, the parties agree:

a. Wife shall receive an amount equal to fifty (50%) percent of the balance of the pension and retirement plan (U.S. Government) of the husband at that time when husband leaves the employ of the United States Government or otherwise becomes entitled to receive the benefits of said pension and retirement plan; provided that, if 3711 Tustin Road is sold prior to the husband becoming entitled to receive the benefits

of his retirement or pension plan, wife will receive from husband's share of the net proceeds of the sale of 3711 Tustin Road, a sum equal to fifty (50%) percent of the stated value of the pension and retirement plan (the current stated value of the pension and retirement plan is approximately $18,000.00.)

b. Wife shall receive a sum equal to one-half of husband's interest in the partnership which has invested in and purchased real property in the State of Maryland at that time when the partnership is dissolved or at that time of the sale of husband's interest in said partnership; provided that, if said partnership remains in existence at the time of the sale of 3711 Tustin Road, husband shall pay to wife, from his share of the net proceeds of sale of said house, a sum equal to fifty (50%) percent of the value of husband's interest in the partnership at the time of the sale of the house.

c. Husband shall transfer to wife a life insurance policy on his life in the face amount of $20,000.00, and wife shall be the owner of same. Husband shall pay to wife an amount equal to the premium payment when said premiums are due; this obligation shall cease on July 1, 1987. Wife shall be responsible for paying said premiums to the insurance company.

d. Wife waives any claim or interest that she might have (whether past, present or future) in husband's law practice.

9. Husband shall continue to carry disability insurance for himself through the Union Mutual Insurance Company (or a comparable

company), and he shall provide to wife proof of payment of the premium for said disability policy; this obligation shall cease when husband is no longer required to pay child support under the provisions of this Agreement.

10. Wife shall be the owner of the Chevrolet Malibu automobile; wife shall transfer her interest in the Chevrolet Chevette automobile to husband, at his expense. The parties recognize a loan from wife's parents in order for them to have purchased the Chevette, said loan having a current balance due of $3,200.00. Each party shall execute a Demand Note, with reasonable interest, payable to wife's parents in the amount of One Thousand Six Hundred ($1,600.00) Dollars (face amount of each note), and each party shall be responsible for the payment of his or her Note.

11. In addition to the obligations set forth herein, husband shall be responsible for the current balances owed on the VISA, Mastercard and Choice credit accounts. From the date of this Agreement, each party shall be responsible for his or her own debts, and neither party shall pledge the credit of the other.

12. Each party shall be responsible for the payment of his or her own counsel fees in regard to the negotiation and preparation of this Agreement, and in regard to future proceedings for an uncontested divorce. The party initiating divorce proceedings shall be responsible for the court costs and Master's fees incurred. Should this Agreement be breached, the defaulting party shall be responsible for the payment of reasonable counsel fees and lost wages incurred by the non-defaulting party because of said breach.

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 or against his or her property, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Md. Code (1980 Repl. Vol.), Courts & Judicial Proceedings Article, §§ 3-6A-01 through 3-6A-07, or any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said party has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

14. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and exceute 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.

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

16. 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. The parties agree that a breach of any term or provision of this Agreement by either party shall entitle the other party to enforcement of said breached term or provision, but shall not entitle the other party to rescind this Agreement.

18. 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.

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

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

WITNESS:

Thomas G. Bodie — THOMAS G. BODIE

Mary Ellen Doyle (Seal) — MARY ELLEN DOYLE

James A. Hanson

Anthony E. Doyle Jr. (Seal) — ANTHONY E. DOYLE

STATE OF MARYLAND, COUNTY OF BALTIMORE:

I HEREBY CERTIFY that on this 29th day of October, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY ELLEN DOYLE, the above-mentioned wife, and she made oath in due form of law that the matters and facts as set forth in the foregoing Separation and Property Settlement 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.

AS WITNESS my hand and Notarial Seal.

My commission expires: 7/1/86 — Susan M. Martin, Notary Public

STATE OF MARYLAND, COUNTY OF Anne Arundel

I HEREBY CERTIFY that on this 22nd day of December, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ANTHONY E. DOYLE, the above-mentioned husband, and he made oath in due form of law that the matters and facts as set forth in the foregoing Separation and Property Settlement 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.

AS WITNESS my hand and Notarial Seal.

My commission expires: 7-1-86 — Mary L. Peura, Notary Public

SHIRLEY ANN STONESIFER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES H. STONESIFER	:	Carroll County
Defendant	:	Case No. CV 5475

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 13TH day of June, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Shirley Ann Stonesifer, be and she is hereby granted an Absolute Divorce from the Defendant, James H. Stonesifer; and

It is further ADJUDGED and ORDERED that the Plaintiff, Shirley Ann Stonesifer, be and she is hereby awarded the guardianship and custody of Timothy James Stonesifer, the minor child of the parties hereto, with liberal rights of visitation with said child to Defendant, James H. Stonesifer, 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 $150.00 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 earnings due the Defendant on and after the date of this Order, subject to the conditions set

Filed June 13 1988

forth in Annotated Code of Maryland, Family Law Article, §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 Separation and Property Settlement Agreement by and between the parties hereto, dated January 24, 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
JUN 13 8 49 AM '88
LARRY W. SHIPLEY
CLERK

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of January, 1987, by and between SHIRLEY ANN STONESIFER, hereinafter referred to as "Wife", and JAMES H. STONESIFER, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties were lawfully married on February 22, 1974, in Carroll County, Maryland, and,

WHEREAS, the parties hereto have one child, namely: TIMOTHY JAMES STONESIFER, born February 4, 1976; and

WHEREAS, the parties have agreed that it would be in their best interest to live separate and apart and did hereby mutually and voluntarily separate on ~~26 August~~ Nov. 27, 1986, and,

WHEREAS, the parties hereto by this instrument desire to settle and adjust all rights of support, alimony, maintenance and other property rights and financial obligations arising out of their marriage or otherwise existing between them,

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto do hereby agree as follows:

1. PRIOR AGREEMENTS: Any previous agreement or agreements between the parties relating to property settlement, or other matters dealt with in this Agreement are hereby cancelled,

Pl. Exhibit No. 1

rescinded and held for naught.

2. SEPARATION: It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place or places as he or she may from time to time choose or deem fit. It is furthermore understood and agreed by and between the parties that each and both of the parties have entered voluntarily into a state of separation as of ~~26 August~~ Nov. 27, 1986. Each party shall be free from interference, authority, and control, direct or indirect, of any kind by the other as fully as if she or he 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.

3. CUSTODY OF MINOR CHILDREN: The parties hereto agree that the Wife shall have the care and custody of the minor child of the parties, namely: TIMOTHY JAMES STONESIFER.

The parties further agree that the Husband shall have liberal rights of visitation with said minor child. Husband shall also have access to any school, health or other juvenile records as may relate to the said child.

4. SUPPORT OF MINOR CHILD The Husband agrees to pay One Hundred Fifty Dollars ($150.00) per week, accounting from the signing of this Agreement, towards the support of the minor child of the parties until said child is eighteen, marries, dies or is otherwise emancipated. Said contribution shall be the extent of the Husband's obligation to contribute.

5. REAL PROPERTY: The Husband and Wife own real

property located at 483 Sullivan Road, Westminster, Maryland, as tenants by the entireties. The home is subject to a lien of mortgage. Said property is to be conveyed to the Wife as her sole and separate property. In consideration of which the Wife shall assume the mortgage on said property held by the Adams County National Bank of Littlestown, Pennsylvania. Wife further agrees to save the Husband harmless from any liability arising out of the ownership of said home.

6. PERSONAL PROPERTY: The parties agree that the household furniture and effects located in the marital home of the parties shall become the sole and separate property of the Wife, except such items which came from the Stonesifer family and which are heirlooms, the same to become the property of the Husband. They parties further mutually agree to waive any and all claims they have or might have in the personal property in the other's possession.

7. MUTUAL 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, the receipt of which is hereby acknowledge, 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, under the laws of any and all jurisdictions, past, present or future, and that this waiver is not modifiable by a

Court pursuant to the Family Law Article of the Maryland Code.

8. FAMILY BUSINESS: The parties hereto agree that the wife shall cease to be an office and/or director of Ralph W. Stonesifer, Inc., and the Husband agrees to save her harmless from any liability which she has or may have as a result of her participation in the business as such or as the wife of James H. Stonesifer.

9. STOCKS: The parties agree that the Wife shall become the sole and separate owner of such portion of the stock portfolio of the parties as shall have come into their ownership as Tenants by the Entireties as a result of an initial investment of $10,035.64 made on September 15, 1983, with Legg, Mason, Wood, & Walker, through Michael Ford as agent of said broker. Said funds have been the sole property of the Wife as a result of inheritance.

10. DEBTS: Neither party shall hereafter, at any time, contract any debts, charge or liability whatever for the other inconsistent with the terms of this Agreement, for which his or her property or estate shall or may become or be liable. Each party hereto further agrees to fully indemnify the other for all necessary and reasonable costs incurred for any failure to perform as hereunder.

11. RELEASE: The parties do by these presents release and relinquish all rights to property which either may now have or may hereafter acquire against the person or property of the other by virtue of their aforesaid marriage, and further, the

parties do by these presents release and relinquish any and all property rights which either may now have or hereafter acquire against the person or property of the other by virtue of their aforesaid marriage; and the provision is not modifiable by any Court pursuant to Title 8, Sub-title 1 of the Family Law Volume of the Maryland Code.

12. WAIVERS OF CLAIMS AGAINST ESTATES: Each party may dispose of his or her personal 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, including, but not limited to the Maryland Marital Property Act, Subtitle 2 of Title 8 of the Maryland Code, to share in the real or personal 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 in intestacy, 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 interest.

13. FURTHER ASSURANCES: The parties hereto shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all

further 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. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

14. VOLUNTARY EXECUTION: The provisions of the Agreement and their legal effect are fully understood by the parties, who have consulted separate counsel of their own choice, or who have knowingly waived such right to consult counsel, and 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 influence.

15. 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.

16. MODIFICATION, REPUDIATION, AND WAIVER: A modification, repudiation or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failing 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 similar nature.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written, and in so doing, each acknowledge that he or she has been separately advised by counsel or waives the right to seek the advice of counsel prior to entering into this Agreement, and that the terms and provisions of this Agreement are fair.

WITNESS — SHIRLEY ANN STONESIFER

WITNESS — JAMES H. STONESIFER

STATE OF MARYLAND, COUNTY OF FREDERICK: ss

I HEREBY CERTIFY that on this 14th day of January, 1987, before me, the subscriber, a Notary Public, in and for the State of Maryland, County of Frederick, personally appeared SHIRLEY ANN STONESIFER known to me (or satisfactorily proven) to be the person who executed the foregoing Separation and Property Settlement Agreement, and made oath in due form of law under the penalties of perjury that the said Agreement is her act and deed, that the matters and facts therein contained are true, and the voluntary separation of both parties to this Agreement was a mutual and voluntary act by each of the said parties.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL: ss

I HEREBY CERTIFY that on this 24th day of January, 1987, before me, the subscriber, a Notary Public, in and for the State of Maryland, County of Carroll, personally appeared JAMES H. STONESIFER, known to me (or satisfactorily proven) to be the person who executed the foregoing Separation and Property Settlement Agreement, and made oath in due form of law under the penalties of perjury that the said Agreement is his act and deed, that the matters and facts therein contained are true, and the voluntary separation of both parties to this Agreement was a mutual and voluntary act by each of the said parties.

WITNESS my hand and Notarial Seal.

Elwood L. Sivam
NOTARY PUBLIC

My Commission Expires: July 1, 1990

RICHARD G. MUISE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DEBORAH ANN MUISE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5506

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 11th day of June, 1988, that the Plaintiff, RICHARD G. MUISE, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DEBORAH ANN MUISE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, EVELYN ANN MUISE (born July 16, 1973) and CHARLES RICHARD MUISE and CHRISTINE DEBORAH MUISE (born November 7, 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 as child support the sum of Two Hundred Fifty Dollars ($250.00) per month, per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

Filed June 13, 1988

(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 8, 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

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
JUN 13 3 19 AM '88
LARRY W. SHIPLEY
CLERK

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, was made this 8th day of September, 1986, by and between DEBORAH ANN NUISE, hereinafter called Wife, and RICHARD NUISE, hereinafter called Husband, both residents of Carroll County, State of Maryland.

EXPLANATORY STATEMENT

The parties were legally married on July 1, 1972, in Baltimore County, Maryland, in a religious ceremony.

Three children were born as a result of that marriage, to wit, Evelyn Ann Nuise, born July 16, 1973; Charles Richard Nuise and Christina Deborah Nuise, born November 7, 1981.

On the 8 day of September, 1986, the parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, said separation being with the intent of ending the marriage.

Without waiving any grounds which either of the parties now has or may hereafter have against the other, the parties desire to adjust and settle by this Agreement, all questions pertaining to their respective property rights, spousal support and maintenance, and all other matters growing out of their marital relationship.

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. FREEDOM TO WORK AND LIVE SEPARATE - Each party shall be free from interference, direct or indirect, by the other as fully as

Pltf 5/24/88

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. Nothing herein contained shall in any way reflect upon the pasts of the parties and shall be prospective in meaning.

2. 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 discharge 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. CUSTODY, SUPPORT AND VISITATION - Wife shall have the care and custody of the minor children of the parties and husband shall enjoy reasonable and liberal visitation with said children, it being the desire of the parties that the minor children shall enjoy as full and complete a relationship with both parents as is possible.

Husband shall pay unto wife two hundred and fifty ($250.00) dollars per month for each minor child, for a total of $750.00 per month at this time, payable on the first of each month, until the first to occur of the following for each child:

a) Childs reaching the age of 18 years;

b) Child becoming emancipated or self supporting;

c) The death of child or husband.

In addition, husband shall pay unto wife fifty dollars ($50.00) per month as day care expenses until child care is no longer needed or for two (2) years, whichever shall first occur.

Husband shall be permitted to claim Charles Richard Huise and Christina Deborah Huise as his dependants on his Federal and State Income Tax return and wife shall be permitted to claim Evelyn Ann Huise as a dependant on her state and federal income tax return. Both parties agree to execute any and all documents necessary to allow the other to claim the respective children as their dependant for State and Federal Income Tax purposes.

Husband shall maintain medical and hospitalization insurance on all three children during their minority, and shall maintain medical and hospitalization insurance on wife until a Judgement of Absolute Divorce is granted. The scope and amount of such insurance coverage at any time shall be the maximum coverage available through husband's then employer, or the coverage in effect at the signing of this agreement, whichever is less.

Richard Huise shall pay all medical bills not covered by insurance for Charles Richard Huise and Christina Deborah Huise, and Deborah Ann Huise shall pay all medical bills not covered by insurance for Evelyn Ann Huise. Deborah Ann Huise shall pay all of her own medical bills not covered by insurance.

4. DISPOSITION OF REAL PROPERTY - The parties have acquired during their marriage real property known as 3135 Patapsco Road, Finksburg, Maryland 21048. Wife shall be permitted to live in said

house free from interference by Husband for a period of up to five years or until she remarries, whichever shall first occur. Wife shall pay all expenses connected with her living in said house, including but not limited to the mortgage payment, taxes, water and sewer, and utilities.

Husband and wife shall agree to all repair work necessary to prevent waste to the property before said work is done. On all repair work agreed to, husband shall pay 1/2 of said bill. He shall not pay anything on repair work done without his knowledge or consent. SHALL NOT BE REASONABLY WITHHELD R.M. DLM Husband shall pay all expenses necessary to upgrade the existing heating plant at 3135 Patapsco Road by October 1, 1986.

When wife remarries, or the previously mentioned 5 year period expires, whichever shall first occur, wife shall have the following options:

a. To list the property for sale at fair market value upon terms suitable to her (and husband will sign a listing agreement). After deducting costs of sale and existing encumbrances, husband shall receive one-third and the wife two-thirds of the net profit of said sale. Neither party shall be entitled to contribution from the other for mortgage payments, real estate taxes or sums necessary to upgrade existing heating plant paid by either during this 5 year period.

b. Wife may buy husband's interest in said property. In such event, the distributions will be calculated as in sub-paragraph (a) above, except that the fair market value shall be reduced by 7% to reflect the real estate commission saved. In the event of such a buy out, wife shall pay all transfer costs.

4A. PENSION/RETIREMENT FUND - Husband has warranted and does

warrant to wife that he has no interest of any kind in any pension and/or retirement fund from his present or any past employer, whether vested or unvested. Should this warranty be breached, then the parties agree that the wife's interest, if any, in such pension and/or retirement system shall not be deemed waived under the provisions of Article 9.

4B. EXISTING I.R.A. - Husband agrees to pay wife $759.00 for her half of I.R.A. by December 31, 1987.

5. JOINT INCOME TAX RETURN - Wife agrees, if so requested by Husband, to execute and file joint Federal and State income tax returns for the year 1986, and for any subsequent year during which they shall be husband and wife and entitled under the applicable laws and regulations to file joint returns. Each party shall pay that proportionate part of the gross tax due as shall be attributable to his or her respective earnings or income without regard to taxes withheld from the earnings of either, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Wife shall claim two (2) deductions and husband shall claim three (3) deductions during all times that this provision is applicable.

Each party hereby assigns unto the other that share of any tax refund that may result from an overpayment in connection with his or her respective earnings or income.

6. DISPOSITION OF ACCOUNTS, CHATTELS, AND AUTOMOBILES -

1. Husband hereby transfers and assigns unto wife all of his rights, title and interest in and to the 1979 Cutlass presently titled

in husbands name and 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 shall be responsible for all costs and payments on said vehicle and shall indemnify and hold husband harmless for same.

2. Wife shall retain $2000.00 in the savings and checking accounts of the parties.

All of the transfers referred to in this section shall be effectuated on or before ten (10) days following the signing of this Marital Settlement Agreement.

7. PERSONAL PROPERTY - Except as hereinafter set forth, the parties have heretofore divided up their personal property and effects to their mutual satisfaction. Henceforth, each of them shall own, have and enjoy independently, of any claim or right of the other, all items of personal property of every kind, with full power to dispose of the same as fully and effectively in all respects and for all purposes as if he or she were unmarried.

8. DEBTS OF PARTIES -The parties represent unto each other that there are no bills or debts for which the other is responsible other than those listed here. Each party shall hold harmless and indemnify the other against any and all liability in connection with such of said bills and debts as he or she is obligated to pay hereunder. Husband shall pay the Master Card, Sears, and Maryland National Bank indebtedness for all charges prior to the date of separation.

9. MUTUAL RELEASE - 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, surrendered and assign unto the other, his or her heirs, personal representatives and assigns, claims, demands, accounts, and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender, and assign, all the right, title, and 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 have any right, title, claim or interest, direct or indirect, including any right of dower, statutory thirds, halves or legal shares and widow's or widower's rights or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. COURT COSTS - The parties agree to split all Court costs and any Master's fees in connection with any action presently pending or which may be instituted at any time in the future between the parties hereto.

11. FURTHER ASSURANCES - The parties for themselves and their respective heirs, personal representatives and assigns, do

mutually agree to join in or 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 right in any property which either of the 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. MODIFICATION AND WAIVER - None of the provisions of this Agreement shall be subject to modification by any Court.

13. ADVICE OF COUNSEL - 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 or has knowingly or voluntarily waived the representation of 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. Wife acknowledges that it is Husband's attorney who has prepared this Agreement. Said attorney has neither rendered advise nor counsel to Wife nor made any representations to Wife concerning said Agreement. If Wife has not sought independent counsel of her own choosing, it is as a result of her own decision, knowingly and voluntarily made and she acknowledges same.

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.

14. 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 provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8 day of Sept., 1986.

WITNESSETH: Jane E. Prince

AS TO WIFE — Deborah Ann Muise DEBORAH ANN MUISE (SEAL)

AS TO HUSBAND — Richard G. Muise RICHARD MUISE (SEAL)

STATE OF MARYLAND
CITY/COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on this 8th day of Sept., 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared, DEBORAH ANN

MUISE, and made oath in due form of law that the matters and facts set forth with respect to the voluntary separation set forth in the aforejoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act.

July 1990
My Commission Expires:

Jane e. Primus
NOTARY PUBLIC

STATE OF MARYLAND
CITY/COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on this 8th day of Sept., 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared RICHARD MUISE and made oath in due form of law that the matters and facts with respect to the voluntarily separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

July 1990
My Commission Expires:

Jane e. Primus
NOTARY PUBLIC

THEODORE GOURDINE KERSHAW	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PRISCILLA LINDA KERSHAW	*	CARROLL COUNTY
Defendant	*	WESTMINSTER, MARYLAND
	*	CASE NO. CV 5168

* *

JUDGMENT OF ABSOLUTE DIVORCE

This matter having come on for hearing, the parties with counsel having appeared, testimony having been taken and the entire proceedings having been considered, it is this 9th day of JUNE, 1988, by the Circuit Court for Carroll County, Maryland,

ADJUDGED that THEODORE GOURDINE KERSHAW, Plaintiff, be, and he hereby is, granted an ABSOLUTE DIVORCE from PRISCILLA LINDA KERSHAW, Defendant; and it is

ORDERED, that the provisions of the Marital Settlement Agreement dated April 25, 1988, between the parties be, and the same is hereby incorporated, but not merged, into this Judgment of Absolute Divorce insofar as the Court has jurisdiction; and it is further

ORDERED, that each party is denied alimony by virtue of his or her express waiver thereof; and it is further

ORDERED, that PRISCILLA LINDA KERSHAW, Defendant, be, and she hereby is, awarded Twenty-nine and 15/100 percent (29.15%) of all pension payments made to THEODORE GOURDINE KERSHAW, Plaintiff, by the United States Army,

filed 6/9/88 in court

said percentage to be paid directly to PRISCILLA LINDA KERSHAW, Defendant, by the United States Army if, as and when said pension payments are made to THEODORE GOURDINE KERSHAW, Plaintiff, and said percentage of such pension payments is hereby transferred and assigned to PRISCILLA LINDA KERSHAW, Defendant, to be paid if, as and when THEODORE GOURDINE KERSHAW, Plaintiff, receives such benefits, and PRISCILLA LINDA KERSHAW, Defendant, shall be treated, to the extent of her percentage stated above, as if she were the retiree; and it is further

ORDERED that this Court shall expressly reserve jurisdiction over the parties and the subject matter for the limited 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 the United States Army or any Court of competent jurisdiction not to meet that definition, and it is further

ORDERED that the costs of these proceedings will be paid by Plaintiff.

JUDGE

PLAINTIFF'S EXHIBIT 5/68

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 25th day of April, Nineteen Hundred and Eighty-eight, by and between THEODORE GOURDINE KERSHAW, whose present mailing address is 6401 Woodbine Road, Woodbine, Maryland 21797, hereinafter called "Husband", and PRISCILLA LINDA KERSHAW, whose present mailing address is 132 Farm Street, Ithaca, New York 14850, 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 Monterey, California, on the 12th day of March,1964.

The parties have separated, and did so on January 5, 1987, and thereafter have lived separate and apart without cohabitation, and that their intent in doing so has been 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 acknowedge that they have lived separate and apart from one another, in separate residences, without cohabitation for the purpose of terminating the marriage and the marital relationship between them. Said separation commenced on January 5, 1987.

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.

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 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 those items appearing on Schedule A attached hereto are presently in the possession of Husband, but shall be Wife's sole and separate property.

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 motor vehicles presently titled in Husband's name shall become the sole and separate property of Husband, free of any and all claims by or on behalf of 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. If said motor vehicle is subject to a lien, Husband agrees to assume responsibility for the payment of said debt and to indemnify and hold Wife harmless from any claim or actions filed against her as the result of said obligation.

The motor vehicles presently titled in Wife's name shall become the sole and separate property of Wife, free of any and all claims by or on behalf of 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. If said motor vehicle is subject to a lien, Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold Husband harmless from any claim or actions filed against him as the result of said obligation.

REAL ESTATE

(8) The parties own as tenants by the entireties 22 acres of improved land, more or less, at 6401 Woodbine Road, Woodbine, Carroll County, Maryland, subject to a lien in favor of Colonial Mortgage Service Corporation. Contemporaneous with the payment of Thirty Thousand Dollars, net, to Wife by Husband, Wife will execute a deed conveying all of her right, title and interest in and to said property to Husband. Husband shall assume the entire obligation of the outstanding lien in favor of Colonial Mortgage Service Corporation and indemnify Wife from any and all liability arising out of asaid lien.

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 his or her right, title and interest into such of these items as the other now has in hi or her name and possession.

PENSION

(10) Husband is entitled to and does recieve a pension resulting from his military sevice in the armed forces of the united States. Husband and Wife were married for twenty (20) of the twenty-four years the husband served in the armed forces of the United States, and the parties agree that Wife shall receive a portion of the military pension, as, if and when paid with Wife's portion to be thirty-five percent (35%) of the prorata portion of the pension earned during marriage. Or, $\frac{20}{24}$ equals .833x.35 = .29115 so Wife will receive 29.115% of each pension check and a Qualified Domestic Relations Order (QDRO) will be signed to effect said division of the pension payment. Husband will not do anything to frustrate or defeat any additional benefit to which Wife may be entitled as the divorced spouse of a retired military person.

DEBTS

(11) 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

(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 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 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

(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.

POWER OF ATTORNEY

(15) 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.

(16) 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

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

INTERPRETATION

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

VOLUNTARY EXECUTION

(19) 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 25th day of April, Nineteen Hundred and Eighty-eight.

Catherine E. Kupp
WITNESS

Theodore G. Kershaw (SEAL)
Theodore Gourdine Kershaw

Jane Morgan
WITNESS

Priscilla Linda Kershaw (SEAL)
Priscilla Linda Kershaw

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

I HEREBY CERTIFY that on this 25th day of April, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Theodore Gourdine Kershaw, 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, and acknowledged he executed the same as his act and deed.

AS WITNESS my hand and Notarial Seal.

ELWOOD E. SWAN
NOTARY PUBLIC
CARROLL CO. MD.

Elwood E. Swan
Notary Public - Commission Expires 7/1/90

STATE OF New York, COUNTY OF Tompkins, to-wit:

I HEREBY CERTIFY that on this 28th day of March, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Priscilla Linda Kershaw, 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, and acknowledged she executed the same as her act and deed.

AS WITNESS my hand and Notarial Seal.

Irene Norgren
Notary Public - Commission Expires 7/1/90

IRENE NORGREN
Notary Public, State of New York
Tompkins County #55-0623928
My Commission Expires ~~March~~ April 30, 19~~89~~ 90.

SCHEDULE A

wooden trolley
my dresser and mirror and the nightstand that notches
sterling silver
china
trundle bed set
bar glasses, except those which came from husband's mother

the following items are not "marital property":

bachelor chest
brass coal pail
Czech plats and blue crystal

these I brought with me.

Solar fence charger - gift

I would alsolike to have the green Rya rug and the small red oriental rug, both of which seem to be superfluous in the house as presently decorated. I acknowledge that I already have my fair share of rugs. There are several small items too insignificant to list, the disposal of which we can perhaps work out between us.

I have some clothes and some boxes of fabric and other miscellany which I would like to be able to get from the house when I am down in June (10-12). There are also some items in the stables and some books which I would like to get out at that time. Books and miscellany subject to the approval of husband.

Wife to return to husband pictorial book on a German monestary.

SHERYL ANN FLOHR	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CHARLES EUGENE FLOHR	:	Carroll County
Defendant	:	Case No. CV 5484

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 16th day of June, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Sheryl Ann Flohr, be and she is hereby granted an Absolute Divorce from the Defendant, Charles Eugene Flohr; and

It is further ADJUDGED and ORDERED that the Plaintiff, Sheryl Ann Flohr, be and she is hereby awarded the guardianship and custody of Ashley Marie Flohr, 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 24, 1988 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 shall have the right of visitation with said minor child pursuant to paragraph entitled "Visitation with the Minor Child" of said Agreement, subject to the further Order of this Court; and

RECORDED IN CIRCUIT COURT CARROLL CO., MD
JUN 16 3 04 PM '88
LARRY A. SHIPLEY
CLERK

It is further ORDERED that the Plaintiff, Sheryl Ann Flohr, and the Defendant, Charles Eugene Flohr, be and they are each 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 Plaintiff pay the costs of these proceedings.

Luke K. Burns
Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 24th day of February, 1988, by and between CHARLES EUGENE FLOHR, hereinafter referred to as "Husband", and SHERYL ANN FLOHR, 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 20th day of April, 1985 in the State of Maryland, County of Frederick.

WHEREAS as a result of the said marriage, there was one (1) child born, namely: ASHLEY MARIE FLOHR, born March 22, 1986.

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 4th 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 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

JOHNSON, PARKER & HESS, P.A.
ATTORNEYS AT LAW
198 PENNSYLVANIA AVENUE
WESTMINSTER, MD 21157
TELEPHONE
848-1000
876-1070

Pl. Exhibit No. 1

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 voluntarily separated on the 4th 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 CHILD

The parties hereto agree that the Wife shall have the care and custody of the parties' minor child, ASHLEY MARIE FLOHR, born March 22, 1986.

VISITATION WITH THE MINOR CHILD

It is agreed by and between the parties that Husband reserves the right to have reasonable visitation with the minor child of the parties. It is acknowledged by the parties that there has been some period of time since Husband was able to exercise visition. Husband agrees to exercise visitation in conformity with recommendations made by Dr. Richard Krebs, or a health care provider specializing in the area of child pshychology, regarding the circumstances surrounding visitation and the frequency thereof. In the event that Dr. Krebs is unavailable to make said recommendations, then a health care provider will be determined by the mutual agreement of the parties hereto.

SUPPORT AND MAINTENANCE OF THE MINOR CHILD

The parties hereto mutually agree that they shall be generally charged with the support and maintenance of the minor child.

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 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.

WAIVER OF PENSIONS

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 the other's pension now and in the future.

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.

INCOME TAX RETURNS

The parties hereto may, by mutual agreement, file joint Federal and State Income Tax Returns for each calendar year for which the parties are 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, any balances and/or refunds; provided, however, that Wife shall not be required to pay any taxes in excess of those which she would be required to pay if she did not file joint tax returns. Each party 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 during all years for which returns are filed.

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 MD. FAM. LAW CODE ANN. §§ 8-201 to 8-213 (1984, 1986 Cum. Supp.), 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:

Bernard C. Cherry — Charles Eugene Flohr (SEAL)
CHARLES EUGENE FLOHR

Lisa Pickett — Sheryl Ann Flohr (SEAL)
SHERYL ANN FLOHR

STATE OF Virginia, ~~COUNTY~~ C.H. OF Augusta, to wit:

I HEREBY CERTIFY that on this 24th day of February, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, CHARLES EUGENE FLOHR, 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.

Dale G. Toll
NOTARY PUBLIC

My commission expires on March 24, 1989

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 7th day of December, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, SHERYL ANN FLOHR, 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

SHIRLEY G. CUTLIP	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL L. CUTLIP	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4925

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, 1988, that the Plaintiff, SHIRLEY G. CUTLIP, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MICHAEL L. CUTLIP; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, DALE LEE CUTLIP (born September 24, 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 One Hundred Fifty Dollars ($150.00) per month, said payments to be made through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 21157, all of which is subject to the further Order of this Court and

filed June 17, 1988

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 March 3, 1988 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 MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 3rd day of March, 1988, by and between SHIRLEY G. CUTLIP, hereinafter called "Wife", party of the first part, and MICHAEL L. CUTLIP, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 29, 1982, in Carroll County, Maryland and one child was born to them as a result of the marriage; namely, DALE LEE CUTLIP, born September 21, 1984.

On November 1, 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:

Pla #1
5/31/91

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, 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 is expressly agreed that Husband shall not leave the State of Maryland with said child during any visitation. Husband shall pay unto Wife through the Carroll County Bureau of Support Enforcement $150.00 per month toward the support, maintenance, education and general welfare of the infant child. Said

payments shall be due and payable on or before the first day of each month. 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. 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. Each party shall be entitled to retain as his or her sole, separate property his or her clothing, jewelry and personal effects. Wife shall also be entitled to retain the clothing, jewelry and personal effects of the minor child of the parties.

5. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1983 Chevrolet Cavalier, 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 shall indemnify and save Wife harmless from any and all liability for all debts, liens, charges and indebtednesses associated with said vehicle including the obligation to Ford Motor Credit Company.

6. Husband shall be obligated to personally pay all obligations and accounts of the parties known to him and incurred prior to the execution of this Agreement either by the said

Husband or jointly by the parties. Specifically, Husband shall be obligated to pay for the obligation to Union National Bank. Husband shall indemnify and save Wife harmless from all liability in connection with the obligations and accounts which he is obligated to pay. Wife's right of indemnification under this provision and the preceding provision (item 5) shall include the right to reimbursement from Husband for all expenses incurred in defending any claim brought by any creditor against Wife, including attorney's fees and Court costs. It shall further include the right to reimbursement for all such expenses, including attorney's fees and Court costs, incurred in enforcing her right of indemnification against Husband.

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

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

9. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees 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. The parties shall equally share Court costs, including Master's fee.

10. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, 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.

11. Husband and Wife will, upon request, execute such other and further assurrances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the

amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

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

13. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, 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.

14. 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.

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

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

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

Michael M. Galloway — Shirley G. Cutlip (SEAL)
Witness — SHIRLEY G. CUTLIP

Elliot H. Aman — Michael L. Cutlip (SEAL)
Witness — MICHAEL L. CUTLIP

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 3rd day of March, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SHIRLEY G. CUTLIP, 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.

Michael M. Galloway
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 22nd day of Feb., 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MICHAEL L. CUTLIP, 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.

Geo. J. Walker
Notary Public

My Commission Expires: 7/1/90

RUSSELL BROWN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JEAN F. BROWN	:	Carroll County
Defendant	:	Case No. CV 5025

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 17th day of June, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Russell Brown, be and he is hereby granted an Absolute Divorce from the Defendant, Jean F. Brown; and

It is further ADJUDGED and ORDERED that the Consent Decree dated April 29, 1986, in the Circuit Court for Baltimore County, Case No. CSP 4137, Jean Brown vs. Russell Brown, be and it is hereby adopted and incorporated into this Judgment of Absolute Divorce, except as to the amount of child support; and

It is further ADJUDGED and ORDERED that the Plaintiff pay unto the Defendant, through the Probation Department of Baltimore County, child support in the amount of $45.00 per week, accounting from June 1, 1988, and, in addition thereto, shall maintain his present health coverage for the benefit of the minor child of the parties, subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that both Plaintiff and Defendant shall be flexible in arranging visitation for Plaintiff with the minor child in the best interests of said child and his activities; and

June 17, 1988

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 §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.

Judge

JEAN BROWN,	*	IN THE
Plaintiff	*	CIRCUIT COURT
V.		FOR
RUSSELL BROWN,	*	BALTIMORE COUNTY
Defendant	*	Case No. CSP 4137

** ** *** ** 16/180 **

CONSENT DECREE

The above entitled matter having come before the Master in Chancery, and their attorneys having been heard,

It is this 29 day of April, 1986, by the Circuit Court for Baltimore County,

ORDERED AND DECREED that the Plaintiff, Jean Brown, shall have the care and custody of the minor child of the parties, namely, Thomas Brown,

It is further Ordered and Decreed that the Defendant, Russell Brown, shall pay Forty Dollars ($40.00) per week child support for the minor child of the parties, namely, Thomas Brown, to be paid through the Probation Department of Baltimore County.

It is further Ordered and Decreed that said Defendant shall have liberal visitation rights every weekend, from Friday at 7:00 P.M. until Sunday at 7:00 P.M., except the second weekend of each month, and he shall have six (6) weeks in the summer and alternate Thanksgivings, the Defendant having 1986,

JOSEPH EDWARD GLASS, P.A.
ATTORNEY AT LAW
209 COURTLAND AVENUE
TOWSON, MARYLAND 21204
823-4214

FILED APR 29 1986

(14) Cat

Pl. Exhibit No. 1

and Christmas Day, starting at 4:00 P.M., for three (3) days, until December 28, 1986, at 4:00 P.M., subject to further Order of the Court.

Wm R Buchanan Jr
JUDGE

APPROVED AS TO FORM:

Michael S. Levin
MICHAEL S. LEVIN

JOSEPH E. GLASS

JOSEPH EDWARD GLASS, P.A.
ATTORNEY AT LAW
209 COURTLAND AVENUE
TOWSON, MARYLAND 21204
823-4214

I HEREBY CERTIFY that the aforegoing is a true copy taken from the CSP. records of the Circuit Court as recorded in Liber EHK Jr. No. 16 Folio 180
Signed and seal affixed this
10th day of November 19 87

Suzanne Mensh
Clerk of the Circuit Court for
Baltimore County

DAVID K. MOORE, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ROBIN L. MOORE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5452

JUDGMENT OF DIVORCE

This matter 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, 1988, that the Plaintiff, DAVID K. MOORE, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, ROBIN L. MOORE; and

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

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD
JUN 17 12 55 PM '88
LARRY E. CUPLEY
CLERK

DENISE M. VANDERMEULEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SCOTT W. VANDERMEULEN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5076

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, 1988, that the Plaintiff, DENISE M. VANDERMEULEN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, SCOTT W. VANDERMEULEN; and

IT IS FURTHER ORDERED, that the guardianship and custody of the infant child of the parties, KRISTIN MICHELE VANDERMEULEN (born July 5, 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 all 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 and that he continue to maintain his present medical insurance or comparable insurance for the benefit of said child, all of which is subject to the further Order of this Court and subject to the following provisions of law:

filed June 17, 1988

(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 issue of a monetary award be and the same is hereby reserved for a period of ninety (90) days accounting from the date of this Judgment; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby granted the use and possession of the 1979 Chevrolet Camaro now in her possession and the kitchen set; and

IT IS FURTHER ORDERED, that the Defendant pay the sum of Four Hundred Fifty Dollars ($450.00) as an attorney's fee for the services rendered by the Plaintiff's attorney; and

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

JUDGE

THOMAS J. FISHER, SR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARIE L. FISHER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5468

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, 1988, that the Plaintiff, THOMAS J. FISHER, SR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARIE L. FISHER; and

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

JUDGE

RECEIVED FOR RECORD
CIRCUIT COURT
CARROLL, MD
JUN 17 12 26 PM '88
LARRY A. SHIPLEY
CLERK

RUSSELL T. NEAL, SR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ANNIE M. NEAL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5306

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 June, 1988, that the Plaintiff, RUSSELL T. NEAL, SR., be and he is ABSOLUTELY DIVORCED from his wife, the Defendant, ANNIE M. NEAL; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, RUSSELL THOMAS NEAL, JR. (born April 16, 1975) and JASON WADE NEAL (born November 7, 1978) 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 Fifty Dollars ($50.00) per week, per child, said payments being subject to the further Order of this Court and to the following provisions of law:

Filed June 20, 1988

(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 May 21, 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

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 21st day of MAY, 1987, by and between RUSSELL T. NEAL, hereinafter referred to as "Husband" and ANNIE M. NEAL, hereinafter referred to as "Wife".

Explanatory Statement

The parties hereto were married by a religious ceremony on September 7, 1974 in Baltimore, Maryland. Two children were born as a result of the marriage namely, RUSSELL T. NEAL, JR., born August 16, 1975 and JASON W. NEAL, born November 7, 1978. Irreconcilable differences have arisen between the parties and they now desire to enter into this Agreement pursuant to the provisions of Sections 8-101 through 8-103, Subtitle 1, FAMILY LAW, of the Annotated Code of Maryland, to confirm their separation and adjusting all matters relating to their respective personal and property rights, and all duties and obligations and responsibilities and to dispose of their property and all other matters arising out of the said marriage.

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

SEPARATION

1. The parties confirm that they separated on or about November 30, 1986 by mutual and voluntary agreement with the intention to end their marriage and that such separation has con-

Pl#1 5/17/88

tinued uninterruptedly until the date of this agreement. The parties further agree that they shall continue to live separate and apart and neither party shall compel or attempt to compel the other party to reside with him or her.

CHILD CUSTODY

2. The parties agree that the Wife shall have custody, guardianship and control of the minor children, RUSSELL T. NEAL, JR. and JASON W. NEAL. It is agreed that the Husband shall have reasonable visitation, and have the right to have the children with him at all reasonable times. Both parties agree not to remove the children from the State of Maryland without the consent of the other party.

CHILD SUPPORT

3. It is agreed that the Husband shall pay unto the Wife the sum of $50.00 per week per child, as child support until each child reaches the age of 18, marries or becomes self supporting, or the death of Husband, whichever shall first occur. Husband shall be entitled to claim as an exemption on both Federal and State income tax returns, Russell T. Neal, Jr. and Jason W. Neal, for so long as he is paying child support of at least $50.00 per week, per child.

AUTOMOBILES

4. Simultaneously with the execution of this Agreement, Wife shall transfer ownership of the 1986 Mitsubishi Mighty-Max automobile to the Husband. Husband shall transfer ownership to

Wife of the 1986 Chevrolet Camero. Each party shall be solely and fully responsible for the debt due on his or her vehicle, and shall indemnify each other from any claim for said payments.

PERSONAL PROPERTY

5. The parties have made a mutually satisfactory distribution of the household goods, furnishings, appliances and accessories which they own. Husband and Wife agree that whatever property is in the possession of the other party as of the date of the signing of this Agreement shall become the sole and separate property of the party in possession, free and clear of any claim by the other party, except that Husband shall also receive the following property:

a) antique bedroom furniture
b) sofa, chairs and table from the living room
c) refrigerator in the basement
d) all tools--including the table and ban saw
e) RCA VCR
f) storage chest
g) all his personal items (books, jewelry, clothes)

ALIMONY

6. Each party hereby expressly agrees to waive and does hereby waive and relinquish, all claims to alimony, both pendente lite and permanent, whether past, present or future, and maintenance and support of any nature or kind whatsoever to which either may now or hereinafter be entitled. The provisions of this paragraph shall not be subject to any court modification.

DEBTS

7. Each party agrees not to pledge the credit of the

other and to be responsible for any debt that they have incurred in their own name and to indemnify the other party from any claim arising out of that debt. Husband agrees to be solely responsible for and pay the present debts due to Montgomery Wards, Sears and for the Encyclopedias.

REAL PROPERTY

8. The parties own, as tenants by the entireties real property known as 124 Lippy Avenue, Westminster, Maryland 21157, which is subject to a mortgage. Wife shall have the exclusive right to occupy until the first to occur of either of the following events:

a) The attainment of eighteen years of age of the youngest living child of the parties, or

b) Wife vacating the said property with the intention of making other quarters her permanent place of residence, which intention shall be presumed should wife reside in another place for a period of six months or more. Wife, for so long as she occupies the said property shall be solely responsible for and pay the mortgage and all other expenses of the said property including, but not limited to water, utilities, real property taxes, insurance premiums on said property, and any and all repairs. Wife agrees to hold Husband harmless from the aforesaid expenses and shall indemnify Husband from any liability therefore.

Upon the first to occur of the above stated events, or upon the earlier desire of Wife to sell the said property, the parties agree to cooperate with each other in arranging for sale, of the property through a broker of their choice at a price agreed upon by the parties. Wife shall have the right to occupy the property until settlement occurs.

At the conclusion of settlement, Husband shall receive the sum of $7,000.00 cash as his complete and final interest in and to said property. Husband shall have no other claim to the property or proceeds from sale.

It is agreed that at any time, Wife shall have the right to purchase Husbands interest in an to the said property by paying Husband $7,000.00 and Husband agrees to execute a Deed or other required document conveying his interest in an to said property upon receipt of $7,000.00 from wife. In the event Wife purchases Husband's interest then she shall have no obligation to sell said property.

During the period when Wife is paying expenses, she shall have the exclusive right to claim all exemptions relating to property for Federal, State and Local tax purposes.

INSURANCE

9. Husband shall maintain his present level of health insurance covering the children during the period of time he is obligated to pay child support under the terms of this Agreement. Husband shall pay all medical expenses, not covered by insurance

during the same period.

Husband shall maintain present health insurance coverage for Wife until a Judgment of Absolute Divorce is entered.

Wife shall maintain the present life insurance now in effect on life of Husband and Wife and children shall be named as beneficiaries until last child reaches age eighteen.

TAXES

10. The parties agree that for any years in which they are eligible, they will file joint Federal and State Income Tax Returns. They agree that they will pay any tax due or share any tax refund on a pro-rated basis according to the percentage each of them contributed to the joint gross income. In the event any tax may be due for any prior tax year in which the partied filed joint tax returns, the parties agree to also pay any tax, interest or penalty on the same pro-rated basis.

ATTORNEY'S FEES, COURT COSTS, AND DIVORCE

11. Nothing herein contained shall be deemed a waiver of any past of future conduct of either of the parties and 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. If consistent with the rules of practice of the Court granting a judgment of absolute divorce, the pertinent provisions of this Agreement shall be incorporated and made a part of the judgment, but notwithstanding such incorporation, this Agreement shall not be

merged in such judgment but shall in all respects survive the same and be forever binding and conclusive upon the parties.

Each party shall be responsible for the payment of his or her respective counsel fees. Each party shall contribute one-half of the Court costs including Master's Fees, incurred in any uncontested proceeding for an absolute divorce based upon mutual and voluntary separation.

RELEASE

12. In further consideration of the provisions made in this Agreement, and, except as otherwise specifically 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, FAMILY LAW, subsections 8-201 through 8-213, any amendments thereto, any claim against the other or against his or her property by virtue of any further change in the residence or domicile of either of the parties, and any claim against the other or against his or her property by virtue of any future change in any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change

results from legislative enactment or judicial pronouncement, and they do hereby further 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 her or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

The parties expressly state that within this release they specifically include a waiver of any right, claim and interest in the other's pension, retirement or profit sharing. This is in addition to and not in limitation of the provisions of this paragraph.

DOCUMENT EXECUTION

13. 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.

ACKNOWLEDGEMENT

14. The parties mutually agree that in entering into this Agreement each has read and acknowledged that he and she fully understand the Agreement and intend the Agreement to fully settle and determine all of their respective rights and obligations growing out of or incident to their marriage. Each acknowledges that he and she has a right to be represented by an attorney of his or her choice and each further acknowledges that the Agreement is being entered into voluntarily and is not the result of any duress or undue influence.

INTERGRATION

15. This Agreement contains the full and final understanding of the parties. There are no representations which either of them rely upon which are not contained in this Agreement. The parties further agree that no amendment to this Agreement shall be effective or valid, unless it is in writing and signed by both of the parties.

NON MODIFICATION

16. The parties further agree that this Agreement shall not be subject to modification by any Court except as it pertains to the support and custody of their minor children for so long as

they remain minors.

PREVAILING LAW

17. This Agreement shall be interpreted pursuant to the laws and statues of the State of Maryland.

MISCELLANEOUS

18. The captions contained in this Agreement are for purposes of clarity and indexing and are in no way to impact upon the interpretation and meaning of this Agreement by either limitation or expansion.

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

WITNESS:

Ellen J. Hershey

Russell T. Neal
RUSSELL T. NEAL

Merril L. Hanson

Annie M. Neal
ANNIE M. NEAL

STATE OF MARYLAND,

I HEREBY CERTIFY that on this 21st day of MAY, 1987, before me, a Notary Public of the State of Maryland, personally appeared RUSSELL T. NEAL, and he made oath in due form of law that the matters and facts set forth in the aforegoing Agreement, either as recitals or as agreements, are true and correct as therein state; and he further acknowledged the

aforegoing Agreement to be his act.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: My Commission Expires July 1, 1990

STATE OF MARYLAND,

I HEREBY CERTIFY that on this 24th day of July, 1987, before me, a Notary Public of the State of Maryland, personally appeared ANNIE M. NEAL, and she made oath in due form of law that the matters and facts set forth in the aforegoing Agreement, either as recitals or as agreements, are true and correct as therein stated; and she further acknowledged the aforegoing Agreement to be her act.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: July 1, 1990

BP/Neal

VICKI ROXANNE SMITH	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
CHARLES TIMOTHY SMITH	*	CARROLL COUNTY
Defendant	*	CASE NO.: CV 3883

* *

JUDGMENT OF DIVORCE

This cause having come on for hearing, evidence having been offered and the proceedings having been considered by this Court.

It is thereupon, this 12th day of June, 1988, by the Circuit Court for Carroll County, ADJUDGED AND ORDERED, that the Plaintiff, VICKI ROXANNE SMITH, be and she is hereby granted an absolute divorce from the Defendant, CHARLES TIMOTHY SMITH.

IT IS FURTHER ORDERED, that the Voluntary Separation and Property Settlement Agreement between the parties dated May 27, 1988, relative to custody, child support, alimony, property rights, counsel fees, court costs, etc. be and the same is hereby approved and made a part of and incorporated in this Judgment, but not merged therein, having the same force and effect as if fully set forth herein.

IT IS FURTHER ORDERED, that the Plaintiff and the Defendant shall have the joint guardianship, care and custody of RACHEL COLLEEN SMITH and JACOB CHRISTIAN SMITH, the minor children of the parties, with the children's primary residence

Filed June 29, 1988

to be with the Plaintiff, and with the Defendant to have the children in his care and custody in accordance with the terms of and as more fully set forth in the aforesaid Agreement.

IT IS FURTHER ORDERED, that the said Defendant shall pay to the Plaintiff through the Carroll County Bureau of Support Enforcement (P.O. Box 800, Westminster, Maryland 21157) for the support and maintenance of each child the sum of $62.50 per week, for a total of $125.00 per week for both children. Defendant shall continue in full force and effect, for the benefit of the children, his present medical insurance, or equivalent insurance providing equivalent coverage, and in addition thereto, Defendant shall pay, on behalf of each child as the same are incurred, three-quarters (3/4) [Plaintiff shall pay one-quarter (1/4)] of all necessary medical, dental, nursing and hospital expenses in accordance with the terms of and as more fully set forth in the aforesaid Agreement.

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 the Court within ten (10) days of any change of address or employment so long as he is obligated to pay child support in accordance with this Judgment of Divorce; and failure to do so 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.

IT IS FURTHER ORDERED, that no right of alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof, in accordance with the aforesaid Agreement.

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume her maiden name of "VICKI ROXANNE POOLE".

AND IT IS FURTHER ORDERED, that the Defendant pay the open costs of this proceeding, pursuant to the aforesaid Agreement.

JUDGE

APPROVED AS TO FORM AND CONTENT:

COLEEN S. CLEMENTE
Attorney for Plaintiff

KEITH D. SAYLOR
Attorney for Defendant

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 27th day of May, 1988, by and between VICKI ROXANNE SMITH, ("Wife") and CHARLES TIMOTHY SMITH, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 6, 1982 in Carroll County, Maryland. Two (2) children were born to them as a result of their marriage; namely, RACHEL COLLEEN SMITH, born February 28, 1984, and JACOB CHRISTIAN SMITH, born August 4, 1987, hereinafter referred to as "Children" or "Child". Differences have arisen between the parties and they are now and have been since March 4, 1987, 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, the parties hereby covenant and agree as follows, all as of the effective date hereof.

5-27-88 PLAINTIFF'S EXHIBIT #1 END. CV 3883

filed 5-27-88 in Court

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 INCIDENTS 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. 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 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

Husband and Wife shall have the joint guardianship, care and custody of the minor children of the parties. The children's primary residence shall be with Wife. Husband shall have the right to have the children in his care every other weekend from Friday at 4:00 p.m. through Monday at 9:00 p.m.; in addition, during that approximate three (3) month period each summer constituting the Carroll County School System's summer school recess, Husband shall have the right to have the children in his care for two (2) weeks, then Wife shall have the children in her care for two (2) weeks...said arrangement continuing until the beginning of school; in addition, major holidays shall

be shared equally between the parties. The following days shall be deemed major holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, George Washington's Birthday and Easter. Each party shall be entitled to the care and custody of the children on alternate holidays, said arrangement to be reversed every 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. It is agreed between the parties that the aforementioned summer visitation arrangement shall not apply as to Jacob during the summer of 1988. Rather, the aforementioned alternating weekend visitation schedule shall continue to apply as to Jacob throughout the summer of 1988. However, beginning with the summer of 1989 and thereafter, the aforementioned summer visitation schedule shall apply as to both children.

4. 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 children 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.

Neither party shall unilaterally make any substantial decisions affecting the welfare of the children or enter into any contracts regarding such decisions without prior consultation with the other party. Failure of either party to consult the other prior to entering into any contracts regarding the children of the parties, except in the case of an emergency or when prior consultation shall not be feasible or practicable shall relieve the non-consulted party of any duty pursuant to any such contract.

5. CHILD SUPPORT

HUSBAND shall pay to Wife for the support and maintenance of each Child the sum of $62.50 per week, for a total of $125.00 per week for both Children. ~~Husband shall pay to Wife for the support and maintenance of each Child the sum of Sixty-Two Dollars and Fifty Cents ($62.50) per week, for a total of One Hundred Twenty-Five Dollars ($125.00) per week for both children.~~ In addition, Husband shall continue in full force and effect, for the benefit of the children, his present medical insurance, or equivalent insurance providing equivalent coverage, and IN addition ~~in addition~~

thereto, Husband shall pay, on behalf of each Child as the same are incurred, three-quarters (3/4) [Wife shall pay one-quarter (1/4)] of all necessary medical, dental, nursing and hospital expenses, including the cost of medicines, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for each Child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. Husband's obligation for the child support payments and for medical insurance and medical and dental bills provided in this subparagraph shall cease and terminate upon the first to occur of any of the following events with respect to each 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. Beginning with the year in which an absolute divorce is granted, Wife agrees that for each calendar year, she shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim the Children as dependents for that calendar year. Wife shall give such executed declaration to Husband upon his request, on or after January 1 each year for the calendar year just ended, to enable Husband to attach it to his income tax returns.

6. 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.

7. PERSONAL PROPERTY

A. 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.

B. Except as otherwise provided in this Agreement, 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, 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.

8. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. Wife shall, within ten (10) days of the request by Husband, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

9. MONETARY AWARD

Husband shall pay to Wife the sum of Thirty Thousand Dollars ($30,000.00) in full and final payment for any and all interest Wife may have in his home, business, SEPP and any and all other interests she may have arising out of their marital relationship. This sum shall be paid as follows: Seven Thousand Dollars ($7,000.00) shall be paid to Wife within thirty (30) days of the date of this Agreement. The remaining Twenty-Three Thousand Dollars ($23,000.00) shall be paid over thirty-six (36) months at zero percent (0%) interest in monthly installments of Six Hundred Thirty-Eight Dollars and Eighty-eight Cents ($638.88). The first monthly payment shall be due and payable as of July 1, 1988. Husband agrees to sign a Promissory Note setting forth the above terms.

10. DEBTS

Except as otherwise 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.

11. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other 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. 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.

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, except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement. Husband shall pay all open court costs.

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 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 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 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:

Coleen A Clements — Vicki Roxanne Smith (SEAL)
VICKI ROXANNE SMITH

Keith E. Sayler — Charles Timothy Smith (SEAL)
CHARLES TIMOTHY SMITH

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

I HEREBY CERTIFY, that on this 27th day of May, 1988, the above-named VICKI ROXANNE SMITH, 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.

Bernie P. Hull
NOTARY PUBLIC
My Commission Expires: 7/1/90

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

I HEREBY CERTIFY, that on this 27th day of May, 1988, the above-named CHARLES TIMOTHY SMITH, 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.

Bernie P. Hull
NOTARY PUBLIC
My Commission Expires: 7/1/90

WALLACE DEWITT, III	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SANDRA DEWITT	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4198

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 16th day of June, 1988, that the Plaintiff, WALLACE deWITT, III be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, SANDRA J. deWITT; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, GRETCHEN deWITT (born January 26, 1974) and MATTHEW WALLACE deWITT (born September 13, 1977) 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 Four Hundred Dollars ($400.00) per child, per month which payments are subject to the further Order of this Court and subject to the following provisions of law:

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
JUN 17 12 25 PM '88
LARRY SHIRLEY
CLERK

(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 March 8, 1988 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 3rd day of March, 1988, by and between Sandra Jean deWitt, hereinafter called "Wife", party of the first part, and Wallace deWitt III, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on the 23rd day of January, 1966, in Mount Airy, Maryland, by a religious ceremony. Two children, namely Gretchen deWitt, date of birth January 26, 1974, and Matthew Wallace deWitt, date of birth September 13, 1977, were born as a result of this marriage.

On the 16th day of March, 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, 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

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S.J.d.
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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. In order to encourage both parties to enjoy full and active lives, free to associate with whomever they wish during their separation, without fear that such associations may be misconstrued, each party hereby expressly waives and condones all causes and grounds of divorce now existing or which may hereafter occur, other than the voluntary separation of the parties as evidenced by this agreement, incompatibility, irreconciliable differences, or other non-culpable grounds.

Custody and Visitation. The parties hereto will have joint custody of their minor children, namely Gretchen deWitt, born January 26, 1974, and Matthew Wallace deWitt, born September 13, 1977, both of whom shall primarily reside with the wife. While said children reside with the wife, the non-custodial father shall have the right to visit with them and have them visit with him at all reasonable times upon notice.

Child Support. The husband shall pay to the wife as a contribution toward the support of their minor children the sum of $400.00 per month per child until said children shall be deemed emancipated, as herein defined. For purposes of this Agreement, said children shall be deemed emancipated upon their death, marriage, ceasing to be domiciled with the wife, or attaining the age of 18 years, whichever shall first occur.

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.

S.J.d.
Pl

Medical Insurance. The husband agrees to continue and maintain medical and hospitalization insurance through his employer for the benefit of the minor children so long as he is legally permitted to do so under the policy. Any medical expenses for necessary or emergency medical or dental services not covered by insurance shall be equally divided between the parties hereto. Discretionary medical or dental procedures shall be agreed to by both parties prior to their conduct or the party initiating such services shall bear the entire cost for such services.

College Education for Children and Wife. The parties hereto covenant and agree that they shall equally share in the childrens' college expenses associated with tuition, room and board, learning materials and necessary transportation. Child support payments made by the husband during the period of the child's attendance at college shall be credited as a share in the child's college expenses. It is being represented by the wife that she requires an additional nine (9) credit hours to obtain her Masters degree and shall obtain same within two (2) years hereof. The husband shall pay for said nine (9) credit hours the difference between the amount reimbursed by Carroll County and the actual costs of each credit hour but not to exceed forty dollars ($40) per credit hour.

Life Insurance. The husband covenants and agrees to maintain life insurance on his life with the face value of $50,000. The wife shall be the trustee. When the oldest child becomes twenty-two (22) years of age, then in that event, the wife shall have the right to modify the beneficiaries and provide that the youngest child shall be the sole beneficiary under said policy. Once the youngest child attains the age of twenty-two (22), then in that event, the husband may terminate said life insurance policy or change the beneficiary.

S.J.d.
RL

Real Estate. The husband shall, by such documents as may be necessary and at wife's own costs and expense, including the costs of preparing said documents, the costs of recording, transfer taxes and documentary stamps, if any, convey unto the wife all of his right, title and interest in and to the home property now owned by them as tenants by the entireties, in fee simple, and known as 4078 Boteler Road, Mt. Airy, Maryland. The wife shall assume and pay, in accordance with the terms, the existing mortgage, and the wife shall indemnify and hold husband harmless from any and all liability thereunder.

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, linen, china, silverware and other household chattels which the parties now have in their respective possession upon the date of this agreement.

Automobiles. The wife hereby transfers and assigns to the husband all of her respective right, title and interest in and to the 1984 Toyota Van. Each of the parties hereby indemnifies the other and will hold each other harmless with regard to the transfer and payment and/or liabilities for their respective automobiles.

Investments. The parties hereby acknowledge that the husband maintains certain annuities (Peoples Security Insurance), mutual funds (Keystone Accummulation Plan) and IRA's (State Farm Insurance Company), and that the wife maintains certain IRA's (State Farm Insurance Company). The wife waives her right, title and interest in the husband's accrued assets in the Civil Service Retirement System, annuity and IRA's. The husband shall pay or transfer to the wife fifty percent (50%) of the value or stock in the

S.J.d.
RL

Keystone Accummulation Fund owned upon the date of this Agreement. The husband waives his right, title and interest in the wife's IRA's.

Debts. Each of the parties hereto covenants and agrees to hold harmless and indemnify the other against any and all liabilities in connection with any such of said bills and debts as he or she is obligated to pay since the date of the separation. The parties further covenant and agree that to the best of their belief at the sides of the mortgage of the marital home and the outstanding balance owed on loan number 401-29976 from the Farmers and Mechanics National Bank, Frederick, Maryland, no joint obligation or debt exists. The husband hereby covenants and agrees to hold harmless and indemnify the wife from any liability from said loan.

Pension Plans. The husband and wife covenant and agree that each hereby waives any respective right, title and interest which each may have in the other's pension plan.

Counsel Fees and Court Costs. The 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 Complaint for divorce against the other.

Non-Marital Property. The husband and wife covenant and agree that any real-estate, personnel property or intangible property that is acquired by either after signing of this agreement, such property shall be deemed, Non-Marital Property. In the event the parties reconcile their marriage after the signing of this agreement and again reside together as husband and wife, the said real-estate, personnel property or intangible property acquired by either of the parties after the signing of this agreement as well as all property acquired pursuant to the signing of this agreement

S.J.d.
Pd

shall remain Non-Marital Property unless the parties hereto agree in writing that the said property be deemed marital property.

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 any property, real or personal, 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 (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, statuatory 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.

S.J.d.
Pd

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 any 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 therof, 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 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 terms therof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns for all time.

Modification or Waiver. No modification or waiver by the parties of any 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.

S.J.d.
RL

Intergration 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 Agreement, the day and year first above written.

WITNESS:

Patricia J. Norwood — Wallace deWitt III (SEAL)
Wallace deWitt III

Patricia J. Norwood — Sandra Jean deWitt (SEAL)
Sandra Jean deWitt

State of MARYLAND
County of CARROLL

On this 24 day of March, 1988, before me, the undersigned officer, personally appeared Wallace deWitt III and Sandra Jean deWitt known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand an official seal.

Patricia J. Norwood
Notary Public

My Commission Expires:
July 1, 1990

S.J.d.

06-5488 4/7

BARRY DOUGLAS HESSON	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DANA LYNN MATTHEWS HESSON	:	Carroll County
Defendant	:	Case No. CV 5474

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 24th day of June, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Barry Douglas Hesson, be and he is hereby granted an Absolute Divorce from the Defendant, Dana Lynn Matthews Hesson; and

It is further ADJUDGED and ORDERED that the Defendant, Dana Lynn Matthews Hesson, be and she is hereby awarded the guardianship and custody of Barry Alexander Hesson, 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 9, 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 shall pay direct unto the Defendant the sum of $46.00 per week toward the support of the minor child of the parties and shall maintain life insurance and medical insurance as set out in said Agreement; that the parties shall equally divide all medical, dental, optical and

filed June 24, 1988

orthodontal expenses for said child not covered by insurance; and that Plaintiff shall have the right of visitation with said child as spelled out in 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, §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 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, Jr.
Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of October, 1987, by and between BARRY DOUGLAS HESSON, hereinafter referred to as "Husband", and DANA LYNN MATTHEWS HESSON, 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 26th day of September, 1982 in the State of Maryland, County of Carroll.

WHEREAS as a result of the said marriage, there was one (1) child born, namely: BARRY ALEXANDER HESSON, born June 1, 1984.

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 1st 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 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

JOHNSON, PARKER & HESS, P.A.
ATTORNEYS AT LAW
186 PENNSYLVANIA AVENUE
WESTMINSTER, MD 21157

TELEPHONE
848-1000
876-1070

Pl. Exhibit No. 1

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 1st 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.

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 expressly waives the right to assert a claim which now exists or may hereafter arise for an Absolute Divorce or a Limited or Partial Divorce 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.

CUSTODY OF THE MINOR CHILD

The Wife shall have the care and custody of the minor child of the parties with the right and privilege to the Husband to visit with said child 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, the parties agree that the Husband shall be entitled to have the minor child for visitation every other weekend from Saturday to Sunday, every other Wednesday, and for two (2) weeks in the summer.

In addition to the preceding provisions for visitation, the child 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 child shall spend alternate birthdays with each parent.

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

SUPPORT FOR THE MINOR CHILD

The Husband shall pay unto the Wife for support and maintenance of the minor child the sum of $46.00 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, enters the military service or upon the death of the minor child or the Husband, whichever event shall first occur.

The Husband agrees to maintain a life insurance policy on his life in the minimum amount of One Hundred Thousand Dollars ($100,000.00), naming as beneficiary a trust for the benefit of the minor child of the parties. Husband's obligation to maintain this policy would cease at such time as said child reaches the age of eighteen, marries, becomes self supporting, enters the military service or upon the death of the minor child.

In addition to the aforesaid support, the Husband agrees to maintain medical insurance on the minor child and the parties agree to equally divide all medical, dental, optical and orthodontal expenses of the minor child not covered by insurance. 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.

COLLEGE EDUCATION FOR MINOR CHILD

The parties hereto agree that the Husband will pay a share equal to Wife's share regarding college expenses incurred on behalf of the child of the parties. To qualify as a college expense, the expense incurred must be for the benefit of the minor child attending an accredited College or University for a Bachelors' or Associates' Degree that must take place prior to

said child obtaining the age of twenty-five (25) years. The amount of said expense would be limited to the normal expenses associated with attending the University of Maryland. Expenses would include tuition, room and board, and books. Should the parties son attend some other institution other than the University of Maryland, neither parent would be obligated to pay a share in excess of the share that would have been incurred at the University of Maryland for that year. Should the parties son contribute to his own educational expense, this contribution would in turn reduce the shares of each parent on a pro rata basis.

DISPOSITION OF PERSONAL PROPERTY

All tangible personal property and household chattels presently located at the Wife's residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband, with the exception of those items listed on Schedule A, which is attached hereto and incorporated herein as part hereof. Upon reasonable advance notice to the Wife, Husband shall remove from the Wife's residence those items listed on Schedule A, which items shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the 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.

DISPOSITION OF AUTOMOBILES

The parties agree that the 1984 Ford Thunderbird will be sold for the best price obtainable. The proceeds, after payment of the loan from Farmers Bank & Trust Company, will be divided equally between the parties. In the event of a loss on the sale of the car, the parties will equally divide the loss.

Wife hereby transfers unto the Husband all of her interest in the 1983 Toyota Pickup, 1979 Snowmobile, 1985 Beta Motorcycle, 1979 Datsun and all other vehicles solely in the Husband's name.

Husband hereby waives any interest that he may have in the motor vehicle currently being driven by Wife.

PROCEEDS FROM PERSONAL INJURY CLAIM

The parties acknowledge that Husband has settled a personal injury claim for approximately $55,000.00 and that most of said money has already been received and divided equally between the parties. The parties agree that when the final installment of the money is received, it will be equally divided between the parties.

MEDICAL INSURANCE

The Husband agrees to maintain medical insurance on the Wife until the final Divorce of the parties. Wife shall be responsible for all of her expenses not covered by insurance.

ACCOUNT FOR CHILD

The parties acknowledge that they have each placed $1,000.00 in an account for the minor child. The parties agree to maintain said account for the benefit of the minor child.

REAL ESTATE

The parties own as tenants by the entireties the real estate known as 1339 South Pleasant Valley Road. The real estate is subject to the lien and effect of a mortgage.

The parties agree that said property shall be sold for the best price obtainable. Until settlement, the parties agree to equally divide all expenses of the real estate. The parties acknowledge that the real estate is presently rented and agree to apply the lease payments to the expenses of the property.

At settlement, the net proceeds of sale shall be divided equally between the parties. Net proceeds shall mean such sum as remains after deduction from the gross sales price of the mortgage and expenses of sale.

ATTORNEY'S FEES

Husband agrees to contribute the sum of Five Hundred Dollars ($500.00) towards the Wife's attorney's fees incurred with respect to the separation of the parties.

FINAL DIVORCE

Husband agrees to proceed with a final divorce on the ground of voluntary separation at such time as the parties are eligible and to pay the Court Costs and Masters Fee 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 — Barry Douglas Hesson (SEAL)
BARRY DOUGLAS HESSON

[illegible] — Dana Lynn Matthews Hesson (SEAL)
DANA LYNN MATTHEWS HESSON

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 28th day of September, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, BARRY DOUGLAS HESSON, 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, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 9th day of October, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, DANA LYNN MATTHEWS HESSON, 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.

Donna B. Yelton
NOTARY PUBLIC

My commission expires on July 1, 1990

Donna B. Yelton NOTARY PUBLIC Carroll County, Maryland

ATTACHMENT "A"

All property belonging to you before we were married (tools, shop supplies, trophies, etc.

Lawn and garden equipment

Desk and chair in shop

Trucks, Motorcycles, Snowmobile & gear, and Bicycle

Some photos and record albums

Books and magazines

Stereo Cart in upstairs hall

Recliner

Microwave oven and cart

VCR and all tapes except bath and birthday tapes

Small black and white t.v. in attic

Small lamp in attic

Kitchen stove at old house (when lease is up)

Dishes and corningware belonging to you before we were married

Remaining large iced tea glasses

Three sets of sheets, 3 sets of towels, 1 bedspread

Hosier from Grandmother

BRUCE H. ROBERTSON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARY MARGARET ROBERTSON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5546

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 June, 1988, that the Plaintiff, BRUCE H. ROBERTSON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARY MARGARET ROBERTSON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the remaining minor child of the parties, DEBORAH SUE ROBERTSON (born March 23, 1972) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant the sum of Three Hundred Dollars ($300.00) per month as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the

filed June 28, 1988

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 18, 1988 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.

Robert K. Burns
JUDGE

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 15th day of March, 1988, by and between MARY MARGARET ROBERTSON, hereinafter called "Wife", party of the first part, and BRUCE H. ROBERTSON, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 24, 1967, in Carroll County and two children were born to them as a result of the marriage; namely, Michelle Lynn Robertson born March 10, 1969 and Deborah Sue Robertson born March 23, 1972.

On March 28, 1987, 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:

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MMR
Pl #1
4/7/88

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 28, 1987, 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. 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.

4. The parties shall have the joint care and custody of Deborah Sue Robertson. Said child shall reside with Wife 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. Husband

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MMR
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shall pay unto Wife for the support, maintenance, education and general welfare of said child the sum of $300.00 per month, accounting from and with the first payment being due and payable on April 1, 1988. 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 18; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband. Notwithstanding the preceding language, Husband shall pay directly to said child the sum of $150.00 per month accounting from the date of her eighteenth birthday. Said payments shall continue for as long as said child shall remain a full-time student in good standing at an institution of higher learning. In no event, however, shall Husband be obligated to continue said payment for more than four years from the date of said child's graduation from high school.

Husband shall likewise pay the sum of $150.00 per month to Michelle Lynn Robertson for as long as she shall remain a full-time student in good standing at an institution of higher learning but in no event shall Husband be obligated to continue said payments beyond the fourth anniversary of said child's graduation from high school.

5. Should either child elect to attend a college, secretarial school, vocational school or other institution of higher learning beyond high school, the parties agree that they will each be responsible for the payment of one-half of the costs associated therewith including tuition, room, board, books, materials, lab fees and other standard charges. Husband has paid

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said expenses for Michelle for 1987 - 1988. Wife agrees to reimburse Husband for one-half of those expenses. Said reimbursement shall be made on or before the date of the final installment which Wife is to pay to Husband to purchase his interest in the marital home as hereinafter provided. The parties' obligation as to the educational expenses for the children shall continue until each child shall have completed her education but in no event for more than four years from the date of each child's graduation from high school.

6. Husband has provided an automobile at his expense for the parties' daughter, Michelle. The parties agree that Wife shall purchase an automobile for the parties' other daughter, Deborah, at a minimum cost of ~~$XXXXXXXX~~ $2,000.00. Said vehicle shall be purchased within thirty days after Deborah's sixteenth birthday.

BHR MMR ✓

7. The parties own as tenants by the entireties the marital home which is known as 322-B Clear Ridge Road, Linwood, Maryland 21764. Husband agrees to convey to Wife all of his right, title and interest in and to said property in consideration of the payment by Wife of the sum of $37,000.00. Said property is presently subject to a mortgage to Taneytown Bank & Trust Company. In further consideration of said conveyance by Husband, Wife agrees to procure Husband's release on said mortgage from said mortgagee or to refinance in her sole name. On on before the date of settlement Wife shall pay to Husband the sum of $10,000.00 against the purchase price. On the date of settlement Wife shall execute a promissory note and mortgage in favor of Husband in the amount of $27,000.00 with interest at the rate of 9%, the balance to be paid in two equal installments of $13,500.00, the first being due

BHR MMR

BHR MMR

and payable within ninety days from the date of this Agreement and the second being due within one hundred eighty days from the date of this Agreement. ~~Wife shall pay all settlement costs including the cost of preparation of the aforementioned documents~~. Husband shall vacate the marital home on or before April 1, 1988. Wife shall assume the mortgage and all other expenses, charges, debts, accounts, utilities and liabilities in connection with the home as of March 1, 1988. Wife shall indemnify and save Husband harmless from any and all liability in connection therewith.

MMR ✓ BHR

8. The parties agree that they have divided their ~~the~~ personal property. ~~shall be divided as reflected on the attached Schedule A.~~ Each party releases all of his or her right, title and interest in any property which the other presently has in his or her possession. ~~is entitled to retain~~. Each party shall also be entitled retain his or her clothing, jewelry and personal effects.

MMR ✓ BHR

9. Husband shall maintain his existing life insurance policies and shall designate the children as the sole, joint, primary beneficiaries until the youngest child shall have reached the age of twenty-two. After that time, the right to designate beneficiaries shall revert to Husband.

10. Husband shall maintain the existing medical insurance coverage on the children for as long as each child is eligible for dependent coverage under the terms of said policy of insurance. Each party shall be equally responsible for the payment of all uninsured medical, dental, orthodontic or opthalmological expenses including deductibles which may be incurred on behalf of the minor children. Each party agrees to indemnify and save the

MMR ✓ BHR

BHR MMR

other harmless from all liability in connection with the medical expenses which he or she is obligated to pay.

11. Husband shall be entitled to retain the 1980 Chevrolet Monza as his sole, separate property and Wife shall be entitled to retain the 1986 Buick Skyhawk as her sole, separate property. Each party shall execute such documents as may be necessary to allow the other to have the vehicle which he or she is entitled to retain titled in his or her sole name. Wife shall indemnify and save Husband harmless from all liability in connection with the obligation to GMAC which was incurred to purchase the 1986 Buick Skyhawk.

12. The parties have two bank accounts at Taneytown Bank & Trust Company. Husband shall be entitled to retain the proceeds in account #2309391. Wife shall be entitled to retain the proceeds in account #2307882-18.

13. Husband shall be responsible for the following debts, obligations or accounts and shall indemnify and save Wife harmless in connection therewith: Maryland Bank N.A. (two accounts one in the approximate amount of $2,500.00 and the other in the approximate amount of $5,000.00), Visa, Amoco, Gulf (Chevron), Sears and Exxon. Wife shall be responsible for the payment of the following debts, accounts or obligations and shall indemify and save Husband harmless in connection therewith: J.C. Penney, Sears (in Wife's sole name), Leggett and Visa (in Wife's sole name). The obligation to Farmers and Mechanics Bank is currently being paid by Husband and at the time of the execution of this Agreement may have previously been satisfied. Husband shall indemnify Wife from all liability in connection therewith.

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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 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.

15. 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.

16. Each party shall waive any claim to the other's pension, profit sharing plan, employee savings plan or other similar asset. Each party agrees to execute such documents as may be necessary to permit the other to designate the children as the sole primary beneficiaries as to any death benefits associated

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with said assets and each party agrees that he or she will designate the children as the sole, joint, primary beneficiaries thereof until the youngest child shall have reached the age of twenty-two.

17. The parties agree to file separate Federal and State income tax returns for the year 1987. Husband shall be entitled to claim the dependency exemptions for both children. ~~and~~ Wife agrees to execute such documents as may be necessary to allow Husband to claim said exemptions. After 1987, the parties agree that Husband shall be entitled to claim the dependency exemption for Michelle and Wife shall be entitled to claim the dependency exemption for Deborah. Each party shall execute such documents as may be necessary to enable the other to claim the exemption to which he or she is entitled.

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18. The parties shall be responsible for the payment of his or her counsel fees which may have been or may be incurred in connection with the preparation of this Agreement and any subsequent divorce action should one of the parties later bring an action for divorce. The parties agree that each shall pay one-half of all court costs and Master's fee.

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, accounts and causes of action which either of them may

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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

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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. 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 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.

22. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incor-

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porated, 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.

23. 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.

24. 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.

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

26. Except for the provisions contained in paragraph 4 of this Agreement relating to the custody, visitation and support

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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.

Colleen S. Clements — Mary Margaret Robertson (SEAL)
Witness: MARY MARGARET ROBERTSON

Linda W. Cockey — Bruce H. Robertson (SEAL)
Witness: BRUCE H. ROBERTSON

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 14th day of March 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY MARGARET ROBERTSON, 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.

Colleen Smith Clements
Notary Public

COLLEEN SMITH CLEMENTS NOTARY PUBLIC CARROLL CO. MD.

My Commission Expires: 7-1-90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 15th day of March 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BRUCE H. ROBERTSON, 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.

Amy L. Frantz
Notary Public

AMY L. FRANTZ NOTARY PUBLIC CARROLL CO. MD.

My Commission Expires: 7/1/90

DIANE MARIE LIPPERT SHREVE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL ANDREW SHREVE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5001

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 June, 1988, that the Plaintiff, DIANE MARIE LIPPERT SHREVE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MICHAEL ANDREW SHREVE; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, DIANE MARIE LIPPERT; and

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

Luke K. Burns
JUDGE

filed June 28, 1988

JOHN CHAMBERS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
PATRICIA M. CHAMBERS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5654

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 June, 1988, that the Plaintiff, JOHN CHAMBERS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PATRICIA M. CHAMBERS; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated November 9, 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 June 28, 1988

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 9th day of November, 1987, by and between PATRICIA M. CHAMBERS, hereinafter referred to as "Wife", and JOHN CHAMBERS, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto were lawfully married on June 8, 1961; and

WHEREAS, three children were born to the parties, namely, David Chambers, Joseph Chambers, and Moira Chambers, all of whom are now emancipated; and

WHEREAS, as a result of unhappy differences and after mature consideration and deliberation, the parties voluntarily separated on May 2, 1987, and have lived separate and apart from each other, without cohabitation since then; 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 rights, the right of the Husband and Wife to alimony respectively, and all other matters growing out of their marital relation; and

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, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each

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other and their respective heirs, personal representatives and assigns, as follows:

(1) Any previous agreement or agreements between the parties relating to property settlement or other matters dealt with in this Agreement are hereby cancelled, rescinded and held for naught.

(2) 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.

(3) The parties agree that on May 2, 1987, they did mutually and voluntarily separate, and that since then, they have lived 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.

(4) Since both Husband and Wife are able to support themselves and in consideration of the undertakings hereto, Husband and Wife respectively hereby waive any and all right to alimony, alimony pendente lite, and support and maintenance for themselves, and hereby covenant that they will not claim, now or in the future, any sums of money from the Husband or Wife respectively for alimony or support and maintenance for himself or herself. The parties hereto further agree that they will pay their respective attorney's fees and court costs, both for this Agreement and the divorce which may subsequently occur.

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(5) A. The parties are the owners of improved real estate known as Old Castle Farm located in Frederick County, Maryland, and containing approximately 120 acres of land, more or less. Husband shall convey all of his interest in ~~said~~ all Frederick County (WC)(PC) real estate to Wife at such time as a deed is ~~is~~ presented to him. Costs of deed preparation and recordation shall be paid by Wife. From the date of the signing of the deed by Husband, Wife shall be responsible for real estate taxes, utility expenses, maintenance, insurance, and any other costs associated with said real estate except as hereafter provided.

B. The parties are the owners of improved real estate known as Pipe Creek Farm located in Carroll County, Maryland and containing 220 acres of land, more or less. Wife shall convey all of her interest in ~~said~~ all Carroll County (WC)(PC) real estate to Husband at such time as a deed is presented to her. Costs of deed preparation and recordation shall be paid by Husband. Husband shall be responsible for real estate taxes, insurance, utility expenses, maintenance, and any other costs and expenses associated with said real estate whether now or hereafter due.

C. The farms above mentioned are the security for mortgage loans to Farmers & Mechanics National Bank, loan number 01001565-18; and to The Land Bank of Baltimore, loan number 2209989-1, respectively. Husband shall pay, without demand for contribution, the monthly mortgage payments due thereon for a period of six (6) months from the date of this Agreement. Husband shall pay said payments for an additional six (6) months thereafter if necessary. However, Wife shall reimburse Husband for all of said principal and interest payments made in the second six-month period subject, however, to the following provision.

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D. Upon sale of all or part of the Frederick County farm, Wife shall pay to lender (WC)(PC) ~~Husband~~ a sum equal to one-half (1/2) of the then outstanding principal balance of said mortgages (assuming all payments are current) plus reimbursement for monies advanced by Husband (WC)(PC) as above provided which said monies shall be paid only from the proceeds from the sale by Wife of part or all of the real estate mentioned in subparagraph A above. Wife shall not be obligated to pay Husband sooner than one year as provided in subparagraph C above, if a partial sale of the subject property does not net Wife an amount equal to her obligation herein. Upon said payment, Husband, shall at his expense, immediately secure a full release of said mortgages as they relate to the real estate mentioned in paragraph A. Should the lender(s) refuse to grant such a release for any reason whatever, Husband shall take such immediate steps as necessary, including the granting of additional securities, to effectuate the full and immediate release of said real estate. Thereafter Husband shall save and hold Wife harmless and indemnify her for any and all liability relating to said mortgage(s).

E. If Wife has not secured sufficient monies to pay Husband within one (1) year as contemplated in subparagraph C above, Wife shall assume solely the mortgages above described. Husband shall immediately pay to lender (WC) ~~Wife~~ (PC) a sum equal to one-half (1/2) of the outstanding principal balance of said mortgages (less any reimbursement properly due him as provided in subparagraph C above). Wife shall refinance said mortgages in such a way as to remove the Carroll County farm from its current mortgage lien.

(6) A. Husband shall pay, when due, the bill whether now or hereafter incurred with Joseph F. Brown, land surveyor, relating to the subdivision of the Frederick County farm. Wife shall have sole authority to deter-

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mine the method of subdivision. The parties acknowledge that, except as above provided, there are no other debts for which they are jointly indebted.

B. The parties covenant and agree that each for the other from the date of the execution of this Agreement, they will not pledge the credit of the other, nor incur any liability for which the other may be held responsible, and each of the parties agrees to indemnify and save the other harmless from any and all such debts and liability incurred, except as herein expressly provided.

(7) A. Wife shall immediately transfer and assign unto Husband all of her right, title and interest in and to the jointly-titled 1985 Toyota truck and 1973 Dodge truck. Wife shall execute such documents as may be necessary or proper for the issuance of new Certificates of Title for said vehicles in Husband's name only. Husband agrees to assume all costs of repairs and maintenance for said vehicles, and shall pay for the cost for the transfer of titles for said vehicles.

B. Husband shall immediately transfer and assign unto Wife all of his right, title and interest in and to the jointly-titled 1981 Subaru automobile. Husband shall 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 only. Wife agrees to assume all costs of repairs and maintenance for said automobile, and shall pay for the cost for the transfer of title for said automobile.

(8) All of the items listed on the attachment hereto labelled "Exhibit I" shall become the sole property of Husband. All other personal property located at the Frederick County farm shall become the sole property of Wife. Henceforth, each of the parties shall own, have and enjoy, independ-

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ently 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 by him or her, with full right 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.

(9) The stock account, and all monies accruing therefrom, jointly titled in the names of Husband and Wife at Alex Brown and Company shall become the sole property of Wife.

(10) Husband shall maintain his current health insurance for Wife until such time as the parties are divorced and for as long thereafter as she is eligible.

(11) 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 Code, Family Law Article, Title 8, sub-title 2, 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

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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 or his or her personal representative from his or her entitlement to the bequest and/or devise specified in said Last Will and Testament.) Except as may otherwise be provided herein, the parties expressly waive any claim to the pension/retirement benefits (if any) of the other.

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

(13) 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

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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.

(14) 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 to 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.

(15) With approval of any court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated, but not merged, into any judgment of divorce which may be issued by said court.

(16) In the event the court shall fail or decline to incorporate this Agreement or any provisions hereof 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 the provisions hereof.

(17) No modification or waiver (except as hereafter provided) 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 as a waiver of any subsequent breach or default of the same. And further, the parties hereto specifically agree that this Agreement shall not be subject to any court modification.

W. MILNOR ROBERTS, ATTORNEY-AT-LAW, FREDERICK, MD. 21701

(18) The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that Husband has been advised of his right to be represented and advised by counsel of his choice, but does not choose to do same; and that each signs this Agreement fully and voluntarily and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through any of them.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

WITNESS:

W. Milnor Roberts — Patricia M. Chambers (SEAL)
PATRICIA M. CHAMBERS

[illegible] — [illegible] (SEAL)
JOHN CHAMBERS

STATE OF MARYLAND
COUNTY OF FREDERICK, TO-WIT:

I HEREBY CERTIFY, that on this 9th day of November, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PATRICIA M. CHAMBERS and she acknowledged the aforegoing Marital Settlement Agreement to be her voluntary act and deed.

WITNESS my hand and Notarial Seal.

ELIZABETH Y. BOND
NOTARY PUBLIC
FREDERICK COUNTY, MARYLAND

Elizabeth Y. Bond
NOTARY PUBLIC

My Commission expires:

July 1, 1990.

W. MILNOR ROBERTS, ATTORNEY-AT-LAW, FREDERICK, MD. 21701

STATE OF MARYLAND
COUNTY OF District of Columbia TO-WIT:

I HEREBY CERTIFY, that on this 2ND day of November, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN CHAMBERS and he acknowledged the aforegoing Marital Settlement Agreement to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

Brynda
NOTARY PUBLIC

My Commission expires:

Brynda J. White, Notary Public, D.C.
~~My commission expires May 31, 1991~~.

W. MILNOR ROBERTS, ATTORNEY-AT-LAW, FREDERICK, MD. 21701

Household list - John Chambers

1. small oriental rug - hall
2. long " " runner - hall
3. stool-foot - hall
4. chair - ladderback
5. tables (2) DR
6. corner cupboard
7. large painting -
8. Backs to painting
9. little chair (brown)
10. 3 pitchers brown
12 Toby set (4 figures)
13. 1 oil painting - Fire place in LR
14. 1 small print - head on LR fire place
15. 2 oriental (small - red in LR)
16. oil painting - flowers
17. blue platter
18. Bilikin figure
19. candle sticks - pewter
20. blue china clock
21. andirons
22. blue crock
23. captains chair
24. pine hutch
25 school masters desk
26. small pan & lid
27. red wing chair
28. 2 Toby jugs
29. 2 red lamps
30. head portrait J. Chambers stairs
31. 3 small prints on LR fireplace
32. coffee grinder
33. root beer jug
34. 2 small jugs

Patricia Chambers

35. library rug
36. vellum picture
37. Alwyn Rees picture
38. brass floor lamp
39. ~~[illegible]~~ typewriter
40. ~~[illegible]~~ large dresser
41. 2 blue wedge wood pitchers
42. [redacted]
43. shot gun
44. blue crock
45. pewter lamp
46. records belonging to John Chambers
47. Xmas ornaments from Chambers from the Pipe Creek Farm

48. chair in garage
49 hammock

1. All Chambers family books to John Chambers
2. Books from Estate of W. Chambers
3. Tools Enough to run + maintain Fred. Co home to Pat Chambers - Farm equipment to John Chambers

A. All other house hold items not named above go to Pat Chambers - ~~[illegible]~~ namely house hold ~~[illegible]~~ goods from marriage, wedding gifts and personal gifts to Pat Chambers from Esther & Whittaker Chambers

B. Books - selection made by Pat Chambers + all books of Herk

Patricia Chambers

JOHN M. BROWN, JR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KAREN ANN BROWN	:	Carroll County
Defendant	:	Case No. CV 5708

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 7th day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, John M. Brown, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Karen Ann Brown; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated August 26, 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 of the costs of these proceedings, including the Master's fee, and that the Defendant pay the remaining one-half thereof.

Judge

filed July 7, 1988

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 26th day of August, 1987, by and between KAREN ANN BROWN, ("Wife") and JOHN M. BROWN, JR., ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 18, 1979 in Carroll County, Maryland. 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 May 1, 1987, 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 martial property, and all other matters of every kind and character arising from their martial 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, 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 INCIDENTS 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. 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 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. FIXED AND UNCHANGEABLE SPOUSAL SUPPORT

Husband shall pay to Wife, for her support, the fixed and unchangeable sum of One Hundred Twenty-Five Dollars ($125.00) per week accounting from the date hereof and continuing through July 31, 1987. Husband shall also pay to Wife, for her support, the fixed and unchangeable sum of One Hundred Dollars ($100.00) per month accounting from August 1, 1987 and continuing through July 31, 1988. Notwithstanding the terminal dates set forth above, Husband's obligation to pay the aforesaid fixed and unchangeable spousal support shall terminate immediately upon the first to occur of either of the following events: (a) remarriage of Wife, and (b) death of either party.

JMB, JR.

KAB

Husband and Wife reciprocally release all claims for alimony and spousal support, past, present, and future, including claims for alimony pendente lite, except as otherwise provided herein.

The aforesaid provision shall not be subject to modification by any court. The parties expressly waive the right ever hereafter to have any court change or make different provision for the support and maintenance of Wife, 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.

4. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 416 Farm Creek Road, Westminster, Maryland 21157 (the "Home"). The Home is subject to the lien of a mortgage. Simultaneously with the execution of this Agreement, Husband shall convey to Wife all of his right, title and interest in and to the Home, and shall execute any deed or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Husband agrees to require no monetary payment from Wife for his interest in the Home and the consideration for said conveyance shall be the promises and mutual covenants and understandings of each of the parties which are set forth in this Agreement. 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 all repairs and improvements. Wife shall hold and save Husband harmless from

the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

5. PERSONAL PROPERTY

A. 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, with the exception of those items listed on Schedule A, which is attached hereto and made a part hereof. Within thirty (30) days of the date of this Agreement, upon reasonable advance notice to Wife, Husband shall remove from Wife's 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. 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.

B. Except as otherwise provided in this Agreement, 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, pension, 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.

6. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

7. DEBTS

Wife shall assume all responsibility for the outstanding loan to Wife's mother (approximate balance: $500.00) and for the joint Master Card debt (approximate balance: $900.00). Wife shall hold and save Husband harmless, and indemnify him, from any and all liability therefor. Husband shall pay to Wife, within ten (10) days of the execution of this

Agreement, the sum of Three Hundred Ninety-Six Dollars ($396.00), representing a partial repayment to Wife of the aforesaid Master Card debt which she has agreed to assume.

Except as otherwise 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.

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 cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, and also to divide any refunds due 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 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.

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 shall divide all court costs thereof, including any Master's fee, equally between them.

12. ACKNOWLEDGEMENT OF HUSBAND'S COUNSEL

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

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. 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 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:

David E. Karsdilla — Karen Ann Brown (SEAL)
KAREN ANN BROWN

Judith A. Gist — John M. Brown Jr. (SEAL)
JOHN M. BROWN, JR.

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

I HEREBY CERTIFY, that on this 25th day of August, 1987, the above-named KAREN ANN BROWN, 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.

JOYCE D. DONOHUE NOTARY PUBLIC CARROLL CO., MD.

Joyce D. Donohue
NOTARY PUBLIC
My Commission Expires: 7-1-90

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

I HEREBY CERTIFY, that on this 26th day of August, 1987, the above-named JOHN M. BROWN, 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 that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Judith A. Gist
NOTARY PUBLIC
My Commission Expires: 7-1-90

JUDITH A. GIST NOTARY PUBLIC CARROLL COUNTY, MD.

SCHEDULE A

Pool Table

Drafting Table

JOHN T. KELLER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ELIZABETH D. KELLER	:	Carroll County
Defendant	:	Case No. CV 5531

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 7th day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, John T. Keller, be and he is hereby granted an Absolute Divorce from the Defendant, Elizabeth D. Keller; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated November 7, 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.

Judge

filed July 7, 1988

COPY

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 7th day of Nov, 1986, by and between JOHN T. KELLER ("Husband") and ELIZABETH DELORIS KELLER ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on March 8, 1958, in Baltimore City, Maryland. For causes arising prior hereto, the parties have agreed to live separate and apart commencing November 23, 1986, at which time the Wife plans to move out of the marital home and establish a separate residence. Accordingly, the parties hereby consent and agree voluntarily to live separate and apart from one another hereafter in separate abodes commencing November 23, 1986, without cohabitation, and with the purpose and intent of ending their marriage.

Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to settle all questions regarding alimony, support and maintenance, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties and in marital property, and all other matters of every kind and character arising from their marital relationship.

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

Pl. Exhibit No. 1

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. The parties agree that Wife shall have the right to continue to reside in the marital home until on or about November 23, 1986, but that thereafter she will leave the marital home and establish a separate residence from Husband who will continue to reside in the marital home.

MARITAL PROPERTY RIGHTS AND INHERITANCE

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 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, Md. §§ 8-201 through 8-213, Family Law, Annotated Code of Md., as from time amended, and specifically Wife waives any right to Husband's retirement benefits from C & P Telephone Company of Maryland and to any monetary award under said Marital Property Act and the parties further release to the other 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 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, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

DEBTS
WAIVER OF ALIMONY

Except as herein otherwise provided, 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 and each expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support

or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance based upon their marital relationship and they further agree that this provision shall not be subject to modification by any Court. Notwithstanding the other provisions of this paragraph, Husband agrees as follows:

1. Husband will continue and pay for the policy of automobile insurance covering Wife's 1977 Dodge automobile until February 15, 1987.

2. Husband will pay Wife the sum of $300 per month on December 1, 1986, and on the first day of January, May, June, July, August, September, October, November, and December, 1987.

3. Husband agrees to maintain Wife as an insured under the health insurance plan available to him through his employment with C & P Telephone Company of Maryland until the parties are divorced absolutely.

4. Husband agrees to assume full responsibility for the payment of the $10,000 bill consolidation loan from Baltimore Telephone Federal Credit Union obtained by the Husband recently to pay the outstanding bills of the parties.

MARITAL HOME

Wife hereby agrees to transfer and convey to her daughter, Joanne Elizabeth Harrod, all of Wife's right, title and interest in the improved real property located at 5006 Bartholow Road, Carroll County, Maryland, which the parties own as tenants by the entireties and which is encumbered by a mortgage to Baltimore Federal Savings

and Loan Association by executing a deed simultaneously with the execution of this Marital Settlement Agreement so that thereafter, the marital home shall be titled in the name of the Husband and Joanne Elizabeth Harrod, as joint tenants and not as tenants in common. All costs of settlement shall be paid by Husband. Husband will assume the aforementioned mortgage and indemnify Wife from all liability on account thereof.

OTHER PROPERTY

The parties have heretofore divided all of their tangible personal property to their mutual satisfaction and Wife has removed all of her share of said property from the marital home with the exception of the property listed on Exhibit A which Wife agrees to remove from the marital home upon her departure on or about November 23, 1986.

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

Husband agrees to pay Wife's attorney's fees arising out of this Marital Settlement Agreement and any uncontested divorce action not to exceed $350 and to pay the Court costs and Master's fee arising out of any uncontested divorce action between the parties. Each party retains the right to seek attorney's fees from the other in the event 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 judgment 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 judgment, 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 judgment, the same shall not be merged in said judgment, 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 had the opportunity to be represented by independent counsel and encouraged to retain independent counsel and each is aware of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees,

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

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.

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.

ALTERATIONS, CHANGES, CANCELLATION, 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.

IN WITNESS WHEREOF, the parties have set their hands and seals this 7th day of Nov., 1986.

WITNESS:

Mary Bergan C. — John T. Keller (SEAL)
JOHN T. KELLER

Mary Bergan C. — Elizabeth Deloris Keller (SEAL)
ELIZABETH DELORIS KELLER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of Nov., 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN T. KELLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Marital 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.

Barbara L. H. Keith
NOTARY PUBLIC

My Commission Expires: 7-1-90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of Nov., 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH DELORIS KELLER, known to me (or

satisfactorily proven) to be the person whose name is subscribed to the aforegoing Marital 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.

Barbara L. McKeath
NOTARY PUBLIC

My Commission Expires: 7-1-90

MICHAEL A. COAN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ANNA E. COAN	:	Carroll County
Defendant	:	Case No. CV 5360

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 7th day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Michael A. Coan, be and he is hereby granted an Absolute Divorce from the Defendant, Anna E. Coan; and

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

Judge

filed July 7, 1988

JOSEPH STANLEY LATHAM	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LACRETIA LATHAM	:	Carroll County
Defendant	:	Case No. CV 5512

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 7th day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Joseph Stanley Latham, be and he is hereby granted an Absolute Divorce from the Defendant, Lacretia Latham; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 9, 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.

Judge

filed July 7, 1988

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of January, 1986, by and between Joseph Stanely Latham, hereinafter referred to as "Husband", and Lacretia Latham, 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 10th day of September, 1982 in Arbutus, Maryland.

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 14th day of April, 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.

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

Pl. Exhibit No. 1

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 14th day of April, 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.

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.

GIFT TO WIFE'S DAUGHTER

Husband agrees to give to Wife's daughter, Shannon Hensler, the sum of Nine Hundred Dollars ($900.00) which sum shall be placed in an account under the Uniform Gift to Minors Act with the ~~Husband~~ WIFE as custodian.

DISPOSITION OF REAL PROPERTY

The parties hereto own as tenants by the entireties the real property known as 3218 Niner Road, Finksburg, Maryland. The mortgage is subject to the lien and effect of a mortgage to Carroll County Bank & Trust Company.

Upon request of the Husband, Wife shall convey unto the Husband all of her interest in said real property and shall execute any and all documents necessary to affect the transfer. Husband shall pay the cost of the transfer. Husband shall have the exclusive right to occupy the residence on the real property pending settlement and shall be responsible for all expenses of the real property. Husband shall indemnify and hold harmless the

Wife from any and all liability in connection with the expenses of the real property.

Husband shall hold the real property as his sole and exclusive property, free and clear of any interest of the Wife. Upon the sale of the real property, at any time in the future, the proceeds of sale shall be the sole property of the Husband, free and clear of any interest of the Wife.

OUTSTANDING INDEBTEDNESS

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 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:

Denise M. Tarleton — Joseph Stanley Latham
JOSEPH STANLEY LATHAM

Bruce A. Kent — Lacretia Latham
LACRETIA LATHAM

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 11th day of December 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Joseph Stanely Latham, 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.

Denise M. Tarleton
NOTARY PUBLIC

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF ~~CARROLL~~ Baltimore, to wit:

I HEREBY CERTIFY that on this 9th day of January, 1986 before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Lacretia Latham, 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.

BRUCE A. KENT
Notary Public
State of Maryland, Balto. County
Commission Expires July 1, 1986

Bruce A. Kent
NOTARY PUBLIC

My commission expires on July 1, 1986.

DOUGLAS P. KRIETE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
SHARON D. KRIETE	:	Carroll County
Defendant	:	Case No. CV 5669

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 7th day of July Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Douglas P. Kriete, be and he is hereby granted an Absolute Divorce from the Defendant, Sharon D. Kriete; and

It is further ORDERED that the Separation Agreement by and between the parties hereto, dated April 3, 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

Filed July 7, 1988

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT, made this 3rd day of April, 1987 by and between DOUGLAS P. KRIETE, hereinafter referred to as "Husband", and SHARON D. KRIETE, hereinafter referred to as "Wife"; both parties being of Carroll County, Maryland.

WHEREAS, the parties hereto were married on June 6, 1983 by a religious ceremony in Carroll County, Maryland and are husband and wife respectively, and have heretofore ceased to live together; and

WHEREAS, unfortunate irreconcilable differences have arisen and do now exist between them, making it mutually desirable that they continue to live separate and apart, one from the other, with the intention of terminating their marital relationship; and

WHEREAS, there were no children born to the parties as a result of their marriage; and

WHEREAS, the parties mutually desire by this Agreement to amicably settle, adjust and determine their joint and several custodial property and personal rights, including all rights of the parties in property acquired by them during the marriage as more specifically defined in Chapter 794, the Acts of 1978, as amended, known as the Maryland Disposition of Property Act, without prejudice to the rights of either party to institute and prosecute or contest any divorce or separate maintenance proceedings as either of them may hereafter see fit, this Agreement to be a complete and final settlement of any and all rights and interest of every kind and character, present, future and after death, of each party in the property and estate of the other.

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

Pl. Exhibit No. 1

1. Husband and Wife have mutually agreed to voluntarily live separate and apart without cohabitation since March 30, 1987 and each agrees that hereafter they shall continue voluntarily to live separate and apart without cohabitation for the purpose of terminating the marital relationship.

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.

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

4. The parties are purchasing a marital home located at 1523 Miller Road, Westminster, Maryland 21157. The parties agree that the Husband will pay unto the Wife the sum of $10,000 within the period of two years from the date of this Agreement and as a result of such payment, the Wife will sign a Deed conveying all of her right, title and interest in this property to the Husband at such time as the final payment is made. The Husband is to continue residing in the marital home and will

pay all expenses incurred pertaining to the home. The Husband agrees to hold the Wife harmless from any future liability with respect to the mortgage payments on said marital property.

5. Husband agrees to continue in full force and effect the life insurance policy with Peoples Security Life Insurance Company until a Decree of Divorce is issued to the parties, such policy protecting the lives of both parties hereto in case of death.

6. Husband is to keep the balance in both joint savings accounts at Carroll County Bank.

7. The Wife is to keep the balance in the joint savings account at Union Trust Company.

8. The parties agree to close the joint checking account at Carroll County Bank as there is no balance remaining.

9. The Husband is to keep the 1983 Toyota truck, the 1981 Honda motorcycle and the 1975 Chaperal boat, all of which are paid for in full.

10. The Wife is to keep the 1987 Buick Somerset and is to assume all future automobile payments for this vehicle and she agrees to hold the Husband harmless from any future liability on this loan.

11. The Husband is to keep his gun collection.

12. The Wife agrees to waive all of her right, title and interest to the Husband's Baltimore County Police Department pension.

13. The parties have divided their personal property to their mutual satisfaction.

14. The Husband agrees to pay the existing balances on all open loans and bills with the exception of the automobile loan on the Buick Somerset and the balance due with J.C. Penny, which two bills will be paid by the Wife.

15. The Husband agrees to maintain medical and dental insurance on the Wife until such time as there is a Decree of Divorce.

16. The Husband agrees to pay the attorney's fees for this Separation Agreement and for obtaining a divorce and to pay all court costs and Master's fees in obtaining said divorce.

17. This Separation Agreement is being prepared by the attorney for the Husband and the Wife is not seeking independent legal counsel of her own. She is fully aware of her rights to seek such independent legal advice.

18. From the date of the AGreement, neither party 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.

19. Except for the payments and transfer hereinbefore provided, the Wife hereby releases and surrenders any and all rights to any claim against Husband, his property, pension, estate, personal representatives and assigns, for support and maintenance, and agrees that she will not at any time hereinafter, contract or incur, or cause to be incurred any debts or liabilities for which the Husband, or his estate, shall or may be, or become liable. Wife represents that at the present time, she has not incurred any debts or obligations on the credit of Husband, except as herein stated.

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

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

WITNESS:

Kenneth A. Freeman — Douglas P. Kriete (SEAL)
DOUGLAS P. KRIETE

Judith O. Wantz — Sharon D. Kriete (SEAL)
SHARON D. KRIETE

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6th day of April, 1987 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DOUGLAS P. KRIETE, the Husband in the aforegoing Separation Agreement, who made oath in due form of law as to the truth of the matters and facts contained herein to the best of his knowledge, information and belief and that the execution of this Agreement is his free and voluntary act and deed.

AS WITNESS my hand and Notarial Seal.

Kenneth A. Freeman
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND County of Carroll TO WIT:

I HEREBY CERTIFY that on this 7th day of April, 1987 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SHARON D. KRIETE, the Wife in the aforegoing Separation Agreement, who made oath in due form of law as to the truth of the matters and facts contained herein to the best of her knowledge, information and belief and that the execution of this Agreement is her free and voluntary act and deed.

AS WITNESS my hand and Notarial Seal.

Judith O. Wantz
Notary Public

My Commission Expires: 7/1/90

JUNE E. BLACK	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DAVID E. BLACK	:	Carroll County
Defendant	:	Case No. CV 5677

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 July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, June E. Black, be and she is hereby granted an Absolute Divorce from the Defendant, David E. Black; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated April 30, 1987 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

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

Luke K. Burns
Judge

fd. July 5, 1988

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 30th day of April, Nineteen Hundred and Eighty-Seven, by and between DAVID EUGENE BLACK, whose present mailing address is 3061 Forest Street, Manchester, Maryland 21102, hereinafter called "Husband", and JUNE ESTER BLACK, whose present mailing address is 3057 Forest Street, 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 Carroll County, State of Maryland, on the 8th day of October, 1955.

The parties have mutually agreed to voluntarily separate and did so on March 3, 1987, 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 intent of terminating the marriage and the marital relationship between them. Said separation commenced on March 3, 1987.

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 assert 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

D.E.B.
J.E.B.

Exhibit No. 1

shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

INDEPENDENT COUNSEL

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

KNOWLEDGE OF ASSETS

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

NON-WAIVER OF RIGHTS

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

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

D.B.
J.B.

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. 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 1978 Chevrolet and 1973 Cadillac automobiles 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 vehicles 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 automobiles in Husband's name alone.

The 1979 Chevrolet 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. 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.

D.B.
J.B.

REAL ESTATE

(8) The parties own as tenants by the entireties improved real property situated at the intersection of Park Avenue and Forest Street in the Town of Manchester, described among the Land Records of Carroll County in Liber No. 333, folio 269, etc., and improved real property situated on Park Avenue in the Town of Manchester, described among the Land Records of Carroll County in Liber No. 520, folio 438, etc. Each property is subject to the encumbrance of a mortgage from the parties to the Carroll County Bank and Trust Company.

D.B. J.B.

Upon the execution of this Agreement, the parties will execute a deed conveying the property described in Liber No. 333, folio 269 unto the Wife, and the parties will execute a second deed conveying the property described in Liber No. 520, folio 438, unto the Husband and recorded at Husband's expense.

D.B. J.B. D.B. J.B.

Husband will assume the aforesaid mortgage to Carroll County Bank and Trust Company as his sole and separate obligation, and will indemnify and save Wife harmless from any and all liability arising therefrom. Husband, further, will use his best efforts to effect the release of the property conveyed unto Wife from the lien, operation and effect of said mortgage.

With the execution of this Agreement, Wife does hereby let unto Husband, and Husband does hereby rent from Wife the premises which he now occupies located at 3061 Forest Street, Manchester, Maryland 21102, at and for the monthly rental of $125.00, said rental period to expire on the last day of the month following the month of the execution hereof in 1988.

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.

Heretofore, the parties maintained a separate "apartment" checking account. The parties agree to allow said account to remain in joint name, but to be dormant, until the real property tax bills on each of the aforementioned properties is received for the tax year 1987-88; and to then pay each of said real property tax bills from said account; and, thereafter, to divide the remaining balance of said account and close the account, but if the account is insufficient to pay the remaining debts for the apartment, then the husband shall pay for any deficiency. J.B.

D.B. J.B.

DEBTS

(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. 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

(11) 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 Family Law Article, Annotated Code of Maryland, Sections 8-201 through 8-213, 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.

D.B. J.B.

LEGAL FEES AND COURT COSTS

(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 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

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

(14) 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 hereinset forth with respect to the transfer of the real and tangible personal property herein described.

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.

D.B.
J.E.B.

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 30th day of April, Nineteen Hundred and Eighty-seven.

Robyn E Schaufer — David Eugene Black (SEAL)
WITNESS — DAVID EUGENE BLACK

Stephen P Burch — June Ester Black (SEAL)
WITNESS — JUNE ESTER BLACK

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

I HEREBY CERTIFY that on this 7th day of April, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAVID EUGENE BLACK, 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 7/1/90

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

I HEREBY CERTIFY that on this 30th day of April, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JUNE ESTER BLACK, 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.

STEPHEN P. BOURGEAU NOTARY PUBLIC CARROLL CO., MD.

Stephen P. Bourgeau
Notary Public - Commission Expires 7/1/90

JOHN ALVIN SHAEFFER, JR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CANDACE TREADWAY SHAEFFER	:	Carroll County
Defendant	:	Case No. CV 5251

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 12th day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, John Alvin Shaeffer, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Candace Treadway Shaeffer; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated January 7, 1987, and filed in this cause of action, be and it is hereby approved and made a part of this Judgment of Absolute Divorce; 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
JUL 12 3 29 PM '88
LARRY E. SHIRLEY
CLERK

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 7th day of JAN, 1987, by and between CANDICE TREADWAY SHAEFFER, hereinafter called "Wife", and JOHN ALVIN SHAEFFER, 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 April 16, 1983.

The parties have been living separate and apart since November 30, 1986. That upon the execution of this Marital Settlement Agreement, the parties recognize that their separation shall become voluntary. Thereafter the parties shall 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 as of the date of 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. The separation having commenced on November 30, 1986 and the voluntary nature of the separation having commenced upon the date of execution of this Agreement by the parties.

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. MOTOR VEHICLES

The parties acknowledge that they own three vehicles. Wife shall retain all right, title and interest in the 1985 TransAm title of which will be transferred into Wife's name alone. The parties further agree that the automobile loan from York Bank shall be paid in full out of the proceeds from the sale of the parties' real estate.

Husband shall retain all right, title and interest in the 1984 Chevrolet S-10 pickup truck and 1948 antique car presently titled in his name alone.

3. PERSONAL PROPERTY

The parties heretofore divided their personal property (including their bank accounts) to their mutual satisfaction. Each party shall be entitled to the property in their present physical possession. 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. The personal property is more specifically set forth in Exhibit A attached hereto. Husband waives any claim to stock held by wife in Sunset Restaurant and Lounge. CTS

Wife shall transfer all her right, title and interest SAS in the Prudential Insurance Policy to Husband. Husband shall transfer all his right, title and interest in the Universal Life Annuity Policy to Wife.

4. REAL ESTATE

The parties acknowledge that they own the improved real estate known as 26 Shamrock Circle, Westminster, Maryland, 21157. Contemporaneous with the execution of this Marital Settlement Agreement, the parties have executed an agreement of sale of the real estate to Warren E. Grimm, Jr. upon terms and conditions more specifically set forth therein. The proceeds from the sale of the real estate shall be distributed as follows:

The current mortgage shall be paid, usual sellers' expenses shall be divided equally between the parties, the automobile loan on the Wife's TransAm shall be paid in full, Wife shall receive $12,500.00 representing her initial contribution to the purchase of the marital home and the balance of the proceeds shall be divided equally between the parties.

Husband shall release any and all claims to the Florida real estate titled in Wife's name which was acquired by gift from her father.

5. DEBTS

Husband shall assume full responsibility and hold Wife harmless from any liability arising out of the personal debt due and owing to Everett A. Treadway in the approximate amount of $4,000.00. The parties acknowledge that a debt is due and owing from Larry Keaton in the amount of $950.00 and from Joe Gross in the amount of $200.00 which debts shall become the property of the Husband. The parties acknowledge that each shall be responsible for one-half of the current balance of the Sears credit card account which is approximately $400.00.

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.

Husband hereby waives any and all claim he may have against Wife for any proceeds due to her arising out of a personal injury accident which accident claim is still pending.

6. WAIVER OF ALIMONY

Each party does hereby release and discharge the other from any and all obligations of support, it being the intention of each party to waive, release and surrender any present or future claim each may have against the other for alimony, support and maintenance.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. APPLICABLE LAW

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

15. 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 ALVIN SHAEFFER (SEAL)

WITNESS — CANDICE TREADWAY SHAEFFER (SEAL)

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

I HEREBY CERTIFY that on this 7th day of January, 1987, the above-named JOHN ALVIN SHAEFFER, 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 Balt.)

I HEREBY CERTIFY that on this 30th day of December, 1986, the above-named CANDICE TREADWAY SHAEFFER, 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.

NICHOLAS J. PISTOLAS
NOTARY PUBLIC
BALTIMORE COUNTY,
MARYLAND

Notary Public
My Commission Expires: 7/1/90

EXHIBIT A

WIFE'S PROPERTY

living room furniture, antique chair, tables, antique table, kitchen table and chairs, etague, microwave, various kitchen appliances, Master bedroom set, cedar chest, blue chair, exercise equipment, TV, Stereo, washer and dryer, refrigerator, IRA account in name of wife with a balance of $1,114.00, dome clock, bedroom clock, music box collection, bisque dolls, split wall decorations, antique doll, knick knacks, lamps, Mickey Mouse Phone, records, Budweiser cast iron wagon team, collectors whiskey decanter, assorted original cabbage patch dolls, other assorted dolls, dollhouse, telephones, Christmas decorations, split wedding gifts in attic, antique china tea set, camera.

HUSBAND'S PROPERTY

dishes, pots, pans, etc., waterbed set, small TV, club room furniture, bookshelf and contents, desk and chair, First Investors Corporation Option Fund ($1,700.00 invested), all tools, all equipment of Shaeffer Paving, split wall decorations, small stereo, answering machine, clock radio, split wedding gifts in attic.

DIANA MAE FOSTER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES MICHAEL FOSTER	:	Carroll County
Defendant	:	Case No. CV 4091

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 12TH day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Diana Mae Foster, be and he is hereby granted an Absolute Divorce from the Defendant, James Michael Foster; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated September 29, 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 and the Defendant be and they are hereby awarded the joint guardianship and custody of Jason David Foster, the minor child of the parties hereto, with Defendant having sole physical custody of him and with the right unto the Plaintiff for liberal visitation privileges, all as set out in said Agreement, subject to the continuing jurisdiction of this Court; and

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
JUL 12 3 28 PM '88
LARRY W. SHIPLEY
CLERK

It is further ORDERED that each party be and they are 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 name of the Plaintiff, Diana Mae Foster, be and the same is hereby changed to Diana Mae Jones, her maiden name before her marriage to the Defendant, James Michael Foster; 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 29th day of September, 1987, by DIANA MAE FOSTER (hereinafter called "Wife") and JAMES MICHAEL FOSTER (hereinafter called "Husband"), WITNESSETH:

WHEREAS, the parties were married on July 6, 1968, by a religious ceremony in Jackson, Michigan; and

WHEREAS, there have been two children born of the parties' marriage, namely, JENNIFER DALE FOSTER, born November 25, 1968, and JASON DAVID FOSTER, born December 22, 1974; and

WHEREAS, differences have arisen between the parties and they are now and have been since February 4, 1987, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, for the purpose of ending their marriage; and

WHEREAS, the parties deem it advisable by this Agreement to formalize their voluntary separation, to define their property rights and obligations as respects each other, and to provide for the custody and support of their minor child, and to settle all issues of alimony, counsel fees and other matters arising out of their marital relationship;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. The parties shall continue to live separate and apart without cohabitation.

2. Neither party shall molest or annoy the other, or in any way interfere with the right of the other to live an independent life, as fully as if the other party were unmarried.

Pl. Exhibit No. 1

3. Husband and Wife shall have joint legal custody of the parties' minor child, JASON, with Husband having sole physical custody of him, subject to the right of Wife to visit with the child and have him with her at all reasonable times and places, the parties entering into this Agreement with the expectation of liberal visitation.

4. Wife shall continue to have that general responsibility to contribute to the support of her minor child which is imposed by law and which the parties are powerless to abrogate; however, Husband declares his intention hereafter to support the minor child without seeking contribution from Wife.

5. Husband shall be entitled to claim the child as a dependency exemption for state and federal tax purposes for 1987 and all subsequent years.

6. Each party releases and discharges the other, absolutely and forever, from any and all claims, past, present and future, for alimony and support for herself, or himself, both pendente lite and permanent. The provisions of this paragraph 6 with respect to alimony and spousal support are not subject to modification by any court.

7. The parties own as tenants by the entireties certain real property in Westminster, Maryland, improved with a residence known as 726 Glen Drive (hereinafter called "the Home"). The Home is subject to the lien of a mortgage. Husband agrees to purchase from Wife, and Wife agrees to sell to Husband, at and for a purchase price of Twenty-One Thousand Dollars ($21,000.00), Wife's entire right, title and interest in the Home. At the time of settlement, which shall occur not later than thirty (30) days

from the date hereof, time being of the essence, Husband shall pay Wife the total purchase price, without deduction for settlement charges, costs, taxes or any other item whatsoever, in cash, certified or bank-issued check, and shall simultaneously pay or escrow funds for prompt payment of Husband's obligation under paragraph 12 (Wife's automobile). Upon compliance with all of the foregoing conditions, Wife shall execute and deliver to Husband a deed conveying to Husband all of her right, title and interest in and to the Home.

Husband shall pay the existing mortgage on the Home in accordance with the terms thereof, and shall indemnify and hold harmless Wife from any and all liability cost and expense arising out of said mortgage, including any and all reasonable attorneys fees incurred by her.

8. The motor vehicles, household furniture and furnishings, and other tangible personal property currently in the possession of Wife shall be her sole and separate property, free and clear of any interest of Husband.

9. The motor vehicles, household furniture and furnishings, tools, and other tangible personal property currently in the possession of Husband shall be his sole and separate property, free and clear of any interest of Wife.

10. Except as expressly provided otherwise in this Agreement, the assets of each party presently titled in his or her name alone, real and personal, tangible and intangible, contractual rights and choses in action, shall be the sole and separate property of that party, free and clear of any interest

of the other party.

11. Husband shall assume sole responsibility for, and pay in accordance with its terms, Wife's debt to Sears in the amount of approximately $2,000.00. Except as expressly provided otherwise in this Agreement, each party shall be solely responsible for debts contracted by herself or himself at any time, and neither shall create or attempt to create any indebtedness for which the other may be actually or apparently answerable. Each party agrees to indemnify the other against liability for which the other is not responsible under this paragraph.

12. At the time of settlement on the Home under paragraph 7 Husband shall transfer to Wife good title to the Chevrolet Cavalier automobile now in her possession, free and clear of any lien whatsoever.

13. Husband at his expense shall maintain coverage of Wife under his existing health insurance policy through his employer until such time as the parties are divorced absolutely.

14. Each party waives all rights by statute and common law to participate in any way in the separate estate and property of the other, whether acquired before this Agreement, by this Agreement or after this Agreement, and each party also waives the right to administer upon the estate of the other.

15. Each party releases and discharges the other from all claims arising under the Marital Property Act, Maryland Family Law Article, section 8-201 et seq., as amended, including but not limited to claims for monetary award and the ownership and/or use and possession of particular property.

16. Subject to this Agreement, each party releases and discharges the other from all causes of action, claims, rights, and demands whatsoever in law or equity which the releasing party ever had or now has, except all causes of action for divorce.

17. 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 but not merged in a decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then the parties shall nevertheless abide by and carry out all of the provisions hereof.

18. Each party shall be solely responsible for payment of his/her respective counsel fees incurred in connection with the parties' separation and divorce. The court costs, including any Master's fee, incurred in connection with any successful divorce proceedings which may be commenced between the parties, shall be borne by the party on whose application the divorce shall be granted.

19. Each party agrees to execute such other and further instruments and to perform such acts as may be reasonably necessary to effectuate the provisions of this Agreement.

20. This Agreement contains the entire understanding between the parties. It is intended that any 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 a result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereto.

21. EACH PARTY WAS REPRESENTED BY, OR HAD THE OPPORTUNITY TO BE REPRESENTED BY, AN INDEPENDENT ATTORNEY OF HER OR HIS OWN SELECTION IN THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT.

22. All provisions of this Agreement are binding not only on the parties, but on their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have subscribed this Agreement the day and year first above written.

WITNESS:

David E. Kurtulus — Diana Mae Foster
DIANA MAE FOSTER

Elwood E. Dixon — James M. Foster
JAMES MICHAEL FOSTER

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 17th day of September, 1987, the above-named DIANA MAE FOSTER, 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.

Margaret A. Tingley
NOTARY PUBLIC
My commission expires 7/1/90

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 29th day of September, 1987, the above-named JAMES MICHAEL FOSTER, 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.

Elwood E. Dixon
NOTARY PUBLIC
My commission expires 7/1/90

RICHARD D. HILL	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JUDY A. HILL	*	CARROLL COUNTY
Defendant	*	Case No. CV4755

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

JUDGMENT OF 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 this 11th day of July, 1988, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, RICHARD D. HILL, be, and he is hereby, granted an Absolute Divorce from the Defendant, JUDY A. HILL; and it is further

ORDERED that the Defendant be, and she is hereby, authorized to resume the use of her maiden surname of Frebertshauser; and it is further

ORDERED that the costs of this proceeding are waived.

JUDGE

fd. July 12, 1988

LEONA IRENE LEDDON	*	IN THE
Comlainant	*	CIRCUIT COURT
vs.	*	FOR
IRVING JOSEPH LEDDON	*	CARROLL COUNTY
Respondent	*	Case No: CV 25 41

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

JUDGMENT OF DIVORCE

This cause having come on for hearing in open court upon the Complaint for Absolute Divorce filed by Leona Irene Leddon, Complainant, testimony having been taken, the stipulation and agreement of the parties having been recited in open court acknowledged by the parties, and incorporated and set forth herein, and the cause submitted, it is this 13th day of July, 1988 by the Circuit Court for Carroll County

ADJUDGED, ORDERED and DECREED, that Leona Irene Leddon, Complainant, be and she is hereby granted an Absolute Divorce from Irving Joseph Leddon, Respondent, and it is further

ADJUDGED, that the Cross-Complaint of Irving Joseph Leddon, Respondent, be and the same is hereby dismissed, and it is further

ADJUDGED, that Irving Joseph Leddon, Respondent, shall pay to Leona Irene Leddon, Complainant, directly , the sum of $70.00 per week as permanent alimony for a period of 1 year from the date hereof, and is further

ADJUDGED, that Irving Joseph Leddon, Respondent, shall

filed July 18, 1988

immediately transfer and assign all of his right title and interest in and to the marital home otherwise known as 226 North Gorsuch Road, Westminster, Carroll County, Maryland unto Leona Irene Leddon, and she shall make all of the mortgage payments due there under and save him harmless therefrom, and it is further

ADJUDGED, that the personal property, furniture, equipment and effects located in the marital home shall be and remain the absolute property of Leona Irene Leddon, Complainant, except that the mug collection, train set, police scanner and miscellaneous tools shall be the property of the Respondent, who shall, by appointment, remove same as soon as possible and it is further

ADJUDGED, that the Respondent will not in any way interfere with the ability of Leona Irene Leddon to receive the benefit of a portion of the annuity or pension payable to him from American Telephone and Telegraph Company or to do anything which will have the effect of preventing her from obtaining her portion thereof, presently believed to be valued at $353.36 per month and it is further

ADJUDGED, that Leona Irene Leddon shall immediately tranfer and assign all of her right, title and interest in and to the 1984 Chevrolet Stationwagon presently titled in their joint names, and Irving Joseph Leddon shall likewise immediately transfer to Leona Irene Leddon all of his right, title and interest in and to the 1976 Stationwagon titled in his name and it is further

ADJUDGED, that each of the parties hereto waives any and

all claim he or she may have against the other under the Marital Property Laws of the State of Maryland as modified to date, and it is further

ADJUDGED, each of the parties agrees to pay his or her own counsel fee for legal services rendered in these proceedings (except that counsel fee previously awarded Complainant's counsel by prior Order of this Court), and it is further

ADJUDGED, that Irving Joseph Leddon shall pay all of the Court costs taxable herein.

JUDGE

Approved as to form: _____

RODY & RODY, CHARTERED

ROBERT S. RODY
Attorney for Complainant

THOMAS J. BOLLINGER
Attorney for Respondent

LEONA IRENE LEDDON
COMPLAINANT

IRVING JOSEPH LEDDON
RESPONDENT

PATRICK ROBERT O'DONNELL	:	In the
Plaintiff	:	Circuit Court
vs	:	for
GRACE ELLEN O'DONNELL	:	Carroll County
Defendant	:	Case No. CV 5719

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 19TH day of July, Nineteen Hundred and eighty-eight, that the above-named Plaintiff, Patrick Robert O'Donnell, be and he is hereby granted an Absolute Divorce from the Defendant, Grace Ellen O'Donnell; and

It is further ADJUDGED and ORDERED that the Plaintiff, Patrick Robert O'Donnell, and the Defendant, Grace Ellen O'Donnell, be and they are hereby awarded the joint guardianship and custody of Patrick S. O'Donnell and Eileen M. O'Donnell, the minor children of the parties hereto, with said children's primary residence being with the Plaintiff, and with the right unto the Defendant for liberal visitation with the children, subject,however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff and the Defendant be and they are hereby charged generally with the support of the minor children of the parties, subject to the further Order of this Court; and

Filed July 19, 1988

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 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 ORDERED that the Plaintiff pay the costs of these proceedings.

Luke M. Burns
Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 19th day of October, 1987, by and between PATRICK ROBERT O'DONNELL, hereinafter referred to as "Husband", and GRACE ELLEN O'DONNELL, 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 4th day of December, 1975 in the State of Texas, County of Val Verde.

WHEREAS as a result of the said marriage, there were two (2) children born, namely: PATRICK S. O'DONNELL, born August 13, 1978, and EILEEN M. O'DONNELL, born July 30, 1979.

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 1st 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 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 & HESS, P.A.
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MD 21157

TELEPHONE
848-1008
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 voluntarily separated on the 1st 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.

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.

JOINT CUSTODY OF THE MINOR CHILDREN

The parties have agreed that the children shall be in their joint custody with their primary residence being with the Husband. The parties further agree that, with the exception of routine, child-rearing decisions, all significant decisions concerning the children, including but not limited to the health, education and welfare, shall be decided upon by the parties jointly, and not by either party to the exclusion of the other.

The parties further agree that neither of them shall attempt to move the childrens' residence away from the area without the consent of the other; or, in the absence of such consent, without a prior Order of a Maryland Court of competent jurisdiction after notice to the other party, and an opportunity by him or her to be heard.

SUPPORT OF THE MINOR CHILDREN

Each party shall be charged directly with the support and maintenance of the minor children while the children are in the care and custody of that party.

VISITATION WITH DELORES BY HUSBAND

The Wife has a minor child born previous to the parties' marriage, namely: DELORES ANN SCHLOSSER, born October 12, 1973. That although Husband is not the natural father of said minor child, Husband has raised said child since she was two (2) and therefore the parties hereto agree that the Husband will be entitled to reasonable visitation with said minor child at such time and place as the parties shall mutually agree upon.

DISPOSITION OF 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 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 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.

OUTSTANDING OBLIGATIONS

Except as otherwise expressly provided herein, Husband shall assume all responsibility for debts contracted by the parties, or either of them, prior to the separation of the parties. Husband shall hold Wife harmless and shall indemnify her from any and all liability for any such debts. 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.

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 MD. FAM. LAW CODE ANN. §§ 8-201 to 8-213 (1984, 1986 Cum. Supp.), 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 Pickett

(SEAL)
PATRICK ROBERT O'DONNELL

Grace Ellen O'Donnell (SEAL)
GRACE ELLEN O'DONNELL

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 17th day of October, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, PATRICK ROBERT O'DONNELL, 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 17 day of October, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, GRACE ELLEN O'DONNELL, 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.

Ronald Maggitti
NOTARY PUBLIC

My commission expires on July 1, 1990

RONALD F. MAGGITTI NOTARY PUBLIC Baltimore City, Md.

MICHELE CHRISTINE JACOBS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ERIC MARCELLUS JACOBS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3809

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 21st day of ~~March,~~ July, 1988, that the Plaintiff, MICHELE CHRISTINE JACOBS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ERIC MARCELLUS JACOBS; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 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 parties divide equally the costs of this proceeding including the Master's fee.

Luke Burns
JUDGE

Filed July 21, 1988

SEPARATION AGREEMENT

THIS AGREEMENT is made this 4th day of September, 1986 by and between MICHELE CHRISTINE JACOBS, hereinafter referred to as "WIFE" and ERIC MARCELLUS JACOBS, hereinafter referred to as "HUSBAND".

EXPLANATORY STATEMENT

WHEREAS, the parties were married by a religious ceremony on August 14, 1982 in Baltimore City, Maryland and for causes arising prior hereto, the parties are now and have been living separate and apart from one another voluntarily and by mutual consent in separate abodes without cohabitation with the purpose and intention of ending their marriage since the 31st of August, 1985. The parties deem it in their best interest to enter into this Agreement to settle their respective property rights and all other matters growing out of their marital relationship;

NOW, THEREFORE, in consideration of the promises and mutual covenants of each of the parties, they do hereby convenant and agree with each other as follows:

1. The parties acknowledge that they are now and have been living separate and apart from one another voluntarily and by mutual consent in separate places of abode without cohabitation with the intent of terminating their marriage since the 31st of August, 1985 and hereby expressly agree to continue to do so without interference or harassment and as fully as if each were no longer married.

2. Wife and Husband do hereby waive and relinquish all claims for alimony and/or Alimony Pendente Lite to which either may now or hereafter be entitled. The parties acknowledge by this provision that neither will at any time in the future make any claim against the other for alimony or Alimony Pendente Lite.

3. Husband and Wife do hereby expressly waive and relinquish any and all

Pl. 2/23/88

Claims under the Property Disposition in Divorce and Annulment (Annotated Code of Maryland, Courts and Judicial Procedings Art., Section 3-6A-01 - Section 3-6A-07).

4. Husband and Wife do hereby agree to share equally in the cost of securing a divorce including but not limited to required court costs, attorney's fees, master's fees, appraisals, and any other expenses deemed necessary for the purpose of securing a divorce of the parties. ~~Both parties agree to indemnify the other for one-half of any amount previously expended on the Separation Agreement or proceedings prior to the signing of this Agreement~~.

5. The Husband agrees to transfer the family home located at 7286 Pommel Drive to his Wife ~~and to pay one half of whatever costs are incurred in transferring the home to his Wife~~. In consideration for the agreement of the Husband to transfer whatever interest he may have in the property located at 7286 Pommel Drive to his Wife, Mrs. Jacobs, Wife, will pay the mortgage upon the house until the date of sale of the home. At the time of sale, if any only if Mrs. Jacobs realizes a profit of at least $9,000 in net proceeds, Mrs. Jacobs will then and only then transfer to the Husband the sum of $3,000.

The Wife shall have the sole option of determining an acceptable figure for the sale of the family home. The Husband does hereby agree to empower his attorney, Robert Yerman, Esquire, with power of attorney to transfer whatever interest he may have in 7286 Pommel Drive to the Wife, or upon the Wife's request, to execute any documents necessary

for the sale of the family home in the place of the Husband, Eric Jacobs. In the event that the Husband does refuse to sign any documents required in the transfer of this home or does interfere in any manner with the attempts of his attorney, Robert Yerman, to sign the transferring documents under the power of attorney granted by this document to Robert Yerman, then the Husband, Eric Jacobs, agrees to pay any and all court costs, attorneys fees or other related costs generated by his refusal to fulfill the terms of this agreement.

In the event that the Wife wishes to purchase said property prior to obtaining a contract for the appraised value of the home from an outside buyer, the Wife shall provide the Husband with an independent appraisal of the value of said property and will treat the appraised value as the purchase price in determining the proceeds and the amount to be paid to the Husband.

Both parties do hereby agree to cooperate to perform everything within their power to secure to optimum resale value for this property.

6. Husband and Wife do hereby agree to maintain their health and other insurance policies individually and are hereby free to change the beneficiaries to their respective life insurance policies.

7. Husband and Wife do hereby agree to relinquish any and all claims which either may have to the pension of the other party and do hereby agree to retain fully and completely their individual pension's benefits as fully as if each were unmarried.

8. The parties did agree to file their 1985 State and Federal Income Taxes jointly. In consideration of the Wife's agreement to file joint income taxes for the 1985 year, the Husband does hereby agree to fully indemnify the Wife for any penalty, additional taxes, interest, or other payments which may be due currently or may become due in the future due to the Husband's omissions or comissions upon the income tax forms filed jointly with the State and Federal Government. The Husband does further agree to submit accurate and complete information to a tax preparer and does agree to pay half of the fees for said tax preparation to said individual. The Wife does agree to execute all documents and forms in furtherance of the purpose of this clause. Each party does agree to cooperate with the other to provide any and all income tax information or other information necessary for the preparation of the income tax forms.

9. The parties agree to the following distribution of motor vehicles: The Husband shall retain the 1979 Berlinetta Camaro and the Kawasaki Motorcycle; the Wife shall retain the 1980 Chevrolet Citation. Each shall cooperate fully in executing any and all documents which are necessary in order for the title to reflect the ownership as agreed herein.

10. The parties agree that the Husband shall have the right to receive, dispose, or exercise sole ownership over the refrigerator and washing machine. The parties agree that the Wife shall have the right to execute all ownership rights over the freezer and the dryer as if same were owned solely by her.

11. The parties agree to divide the personal property owned by the parties as follows:

The Husband shall retain the furniture within the master bedroom which is comprised of a bed, dresser, nightstands and bureau. The Wife shall retain

the beige modular sofa, brass and glass pedestal, library table, coffee table and end table, the Husband shall retain the dresser and night stand from the first bedroom. The Wife shall retain the twin beds from the first bedroom. The Husband shall retain from the family room the desk and chair, the two sofas, the coffee table, the library table, the end table, the stereo system and the VCR. The Wife shall retain the television. The Wife shall retain the kitchen table and two chairs and both parties shall evenly divide the kitchen dishes and appliances.

12. Each party does agree from this day forward to be solely responsible for any and all charges which he or she makes on any charge cards from this date forward and does further agree to indemnify the other should Judgment ever be entered against him or her for charges made by the other party after the date of this Agreement. Furthermore, if such payments are not made by the respective parties and interest accrues or notification is given by the credit departments of the respective companies to the party not responsible for making payment under this Agreement that the account is being turned over to a collection agency, the party not responsible for payment of said bill under the terms of this agreement will be immediately entitled to reimbursement from the party who has agreed to accept responsibility for this bill.

13. In further consideration of the provisions made in this Agreement and except as otherwise specifically provided for in this Agreement, the parties for themselves, their heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign to the other, his or her respective heirs, personal representatives and assigns, all right, title interest or claim which said party may now have or hereafter have as husband or wife, widow or widower or next of kin or successor in any and all property, real or personal, that either of the said parties now owns or hereafter may have, any right, title, claim or interest indirect or direct including any rights of dower, statutory thirds, heirs or legal share in widows or widowers rights or to participate in any way in the enjoyment or distribution of any real or personal estate for which the other may be possessed at the time of his or her death or in any right to receive any legal interest whatsoever therein, including the right to administer

upon the estate of the one so dying.

14. The parties for themselves and their respective heirs and assigns do mutually agree to join in or execute any instruments or do any act or thing that may be necessary or proper to carry out any part of this Agreement or to release any dower or other right in the property which either of the 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 purpose of this Agreement.

15. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of Absolute Divorce which may be passed by said Court. In the event that the Court shall fail or decline to incorporate this Agreement or any provision thereof in said Decree then the parties, for themselves and their respective heirs and assigns, agree that they will nevertheless abide by and carry out all the provisions of this Agreement. It is specifically understood and agreed that the incorporation in any Decree of this Agreement or any provision thereof shall not operate as a merger, but that all the terms of this Agreement as well as said Decree shall continue to enure to the benefit of and be binding upon the parties and their respective heirs, personal representatives and assigns.

16. No representations, warranties, or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth. This Agreement contains all of the terms and conditions of the contract between the parties. No modification of this Agreement or waiver of any provisions, rights or conditions contained herein, nor releases from any obligations imposed hereby shall be valid unless entered into by a written

instrument signed by both of the parties. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any right arising out of any breach of this Agreement.

IN WITNESS WHEREOF, the Parties have this 25th day of Sept., 198(, affixed their signatures hereto.

9-25-86
DATE

Michele Christine Jacobs
MICHELE CHRISTINE JACOBS

9-4-86
DATE

Eric Marcellus Jacobs
ERIC MARCELLUS JACOBS

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ Montgomery (8), to wit:

I HEREBY CERTIFY, that on this 25th day of September, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MICHELE CHRISTINE JACOBS, the Wife, named in the aforesaid Agreement and made oath in due form of law that she executed the aforegoing Agreement and acknowledges same as her voluntary act.

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

Joan D. Dunlop
Notary Public

My Commission Expires: ~~JOAN D. DUNLOP~~
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

STATE OF MARYLAND, ~~COUNTY~~ City OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of September, 198 , before me, the subscriber, a Notary Public in and for the State and ~~County~~ City aforesaid, personally appeared ERIC MARCELLUS JACOBS, the Husband, named in the aforesaid Agreement and made oath in due form of law that he executed the aforegoing Agreement and acknowledges same as his voluntary act.

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

PATRICIA ANNE RISLEY
NOTARY PUBLIC
BALTIMORE CITY, MD.

Patricia Anne Risley
Notary Public

My Commission Expires: July 1, 1990

JULIE A. SHEPHERD	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
BRYAN LEE SHEPHERD	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4228

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 21st day of July, 1988, that the Plaintiff, JULIE A. SHEPHERD, be and she is hereby ABSOLUTELY DIVORCED from her husband, BRYAN LEE SHEPHERD; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, JASON ERIC SHEPHERD (born August 16, 1979) be and the same is hereby awarded to the Plaintiff, Julie A. Shepherd, and that the guardianship and custody of the minor child of the parties, JESSICA ANN SHEPHERD (born May 23, 1981) be and the same is hereby awarded to the Defendant, Bryan Lee Shepherd, with the right on the part of the Plaintiff and Defendant to visit the child not in his or her respective custody at all reasonable times and under proper circumstances, specifically including, but not limited to, having visitation with the child not in his or her custody every other weekend. The non-custodial parent shall be responsible to pick up and deliver the child not in his or her custody for said

Filed July 21, 1988

visitation, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the pertinent parts of the Marital Settlement Agreement between the parties dated March 14, 1988, 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 allowed to resume her maiden name of JULIE ANN BAKER; and

IT IS FURTHER ORDERED, that any open costs in this matter be and they are hereby waived.

Pete K. Burns
JUDGE

PLAINTIFF'S EXHIBIT
CV4228
#1 - 4/21/88

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 14 day of March, 1988, by and between JULIE A. SHEPHERD, ("Wife"), and BRYAN LEE SHEPHERD, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on October 9, 1981, in Baltimore City, Maryland. Two children were born to them as a result of their marriage, namely, JASON ERIC SHEPHERD (born August 16, 1979) and JESSICA ANN SHEPHERD (born May 23, 1981). Irreconcilable differences have arisen between the parties for which reason they have been living separate and apart by mutual consent since August 15, 1986, and they do hereby consent and agree voluntarily to live separate and apart from one another hereafter 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 regarding custody of their children, alimony, support and maintenance, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of each of the parties, they do hereby

covenant and agree, for themselves, and for their respective heirs, personal representatives and assigns as follows:

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.

MARITAL PROPERTY RIGHTS AND INHERITANCE

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 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, Md. §§ 8-201 through 8-213, Family Law, Annotated Code of Md., as from time amended, and specifically including 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 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, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

CARE AND CUSTODY OF MINOR CHILDREN

The parties have agreed to a split custody arrangement concerning their minor children. The Wife shall have the care and custody of JASON ERIC SHEPHERD and the Husband shall have the care and custody of JESSICA ANN SHEPHERD. Each party shall have reasonable and liberal visitation rights with the minor child in the custody of the other party. At this time, it is also the desire of the parties to arrange for a reasonable and practical visitation schedule whereby each party has reasonable and liberal visitation with both minor children to allow those children the visitation with their respective sibling.

SUPPORT OF MINOR CHILDREN

At this time, each party will be responsible for the support and maintenance of the child in his or her care and custody.

WAIVER OF ALIMONY

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance based upon their marital relationship and they further agree that this provision shall not be subject to modification by any Court.

DEBTS

Except as otherwise 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.

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 in the possession of each shall be and remain the sole and exclusive property of that person.

Except as otherwise provided in this Agreement, 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, pension, 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.

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.

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

Husband and Wife agree that each shall pay his or her own attorney's fees arising out of this Marital Settlement Agreement and any divorce action. If a divorce proceeding is brought by either party against the other, the party bringing such action shall be responsible for all Court costs thereof, including any Master's fee.

POWER OF ATTORNEY

Each of the parties agrees to execute such instruments and to perform such acts as may be reasonably required to carry out the purpose of this Agreement and the covenants and agreements of the parties as hereinbefore set forth and to that end (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 instruments and further assurances as may at any time or times be necessary or advisable to carry out the covenants and agreements herein set forth with respect to the transfer of the property herein described.

ALTERATIONS, CHANGES, CANCELLATION, 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.

VOLUNTARY EXECUTION

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

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.

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.

IN WITNESS WHEREOF, the parties have set their hands and seals this day of , 1988.

WITNESS:

ROSEMARIE HUFFMAN — Julie A. Shepherd (SEAL)
JULIE A. SHEPHERD

Beth A. Nelson — S/ (SEAL)
BRYAN LEE SHEPHERD

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 23 day of FEB. , 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JULIE A. SHEPHERD, known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Marital 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.

MSL

NOTARY PUBLIC

My Commission Expires: 7-1-90

STATE OF MARYLAND, Carroll COUNTY, to wit:

I HEREBY CERTIFY that on this 14 day of March, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BRYAN LEE SHEPHERD, known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Marital 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.

MSV

NOTARY PUBLIC

My Commission Expires: 7-1-90

VIVIAN LEE EMBREY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM LEE EMBREY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5536

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 21st day of July, 1988, that the Plaintiff, VIVIAN LEE EMBREY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WILLIAM LEE EMBREY; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties, dated January 22, 1988 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, VIVIAN LEE COSS; and

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

Luke K Burn Jr

JUDGE

Filed July 21, 1988

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of January, 1988 by and between Vivian Lee Embrey, hereinafter referred to as the Wife, and William Lee Embrey, hereinafter referred to as the Husband.

WITNESSETH:

WHEREAS, the parties hereto were married on the 21st day of May, 1983, in Arlington, Virginia and there are no children of this Marriage.

Whereas, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart and are now and since the 29th day of December, 1986, have continuously been living separate and apart, and

Whereas, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights, the custody and support of their children, the right of the wife to support maintenance and counsel fees and all other matters growing out of their marital relation.

Pln #1 7/5/88

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, and in

consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

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

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation and having done so since December 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 relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession, or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him

or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

[Financial Disclosure]

4. Each party certifies that he or she has made full and complete financial disclosure to the other and the other hereby certifies that he or she is satisfied with the accuracy thereof.

[Furniture and Furnishings]

5. The Husband and Wife have heretofore settled all disputes as to household furnishings. They both agree that neither shall make a claim on the other as to household furnishings that they each now possess.

[Personal Effects]

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

7. 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.

[Automobile Transfer]

8. The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the 1988 Mazda 323 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. The Wife hereby transfers and assigns unto the Husband all of her right title and interest in and to the 1980 Dodge Omni automobile and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. The Husband shall pay the costs, if any, for the transfer of title for said automobile in his name alone. The Husband shall pay the costs, if any, for the transfer of title of the two aforementioned motor vehicles. The Husband agrees to indemnify and hold harmless the Wife against any liability for payment due on the 1980 Dodge Omni. The Wife agrees to indemnify and hold harmless the Husband against any liability for payment due on the 1988 Mazda 323.

[Outstanding Bills]

9. There are no outstanding bills.

[No Further Debts]

10. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt

to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

11. The Marital Home of the parties which has been used as their principal residence when they lived together and is being used by the Wife and will continue to be used by her as her principal residence until September 1, 1992 is located at 6205 Rolling View Drive, Eldersburg, Maryland and is owned by the parties as tenants by the entireities and shall continue to be owned by them as tenants in common upon the passing of a final decree of divorce.

12. Husband and wife agree that the Wife shall have the use and possession of said marital home until September 1, 1992. The property shall then be sold if either of the parties so desires. The mortgage payments will be shared by the parties equally. One-half (1/2) of the monthly mortgage payment will be paid by Husband. One-half (1/2) of the monthly mortgage payment will be paid by Wife. If either party defaults in whole or in part on his or her share of the mortgage payment the defaulting party will be liable to the other party for the amount of the default plus ten per cent (10%) interest on the amount of the default, at the time of settlement for the sale of the property from the defaulting parties share of his or her equity. Upon the sale of the marital home the proceeds after deductions for the cost of sale and the balance of the mortgage shall be divided equally between the parties subject to the heretofore mentioned default and penalty for default.

13. The property at 6205 Rolling View Drive, Eldersburg, Maryland is subject to a 1st mortgage. Neither Husband or Wife may subject the property to any further indebtedness by means of a mortgage, pledge or any other encumbrance whatsoever.

14. All repairs and maintenance work on the marital home costing less than One Hundred Twenty-five (125.00) Dollars will be the sole resposibility of the Wife. All repair and maintenance work on the marital home costing more than One Hundred Twenty-five (125.00) Dollars shall be the responsibility of both Husband and Wife equally. Wife will present Husband with three estimates with respect to all repairs and maintenance work costing over One Hundred Twenty-five Dollars ($125.00) made by certified Maryland Contractors and a statement from one of them that the work to be done is necessary to keep the house in good repair. Husband will choose the Contractor from the three estimates to do the necessary work. If either party can not pay his or her share of the cost of the work at the time it becomes due, that amount will be deducted from his or her equity at the time of settlement from the sale of the home and paid to the other party.

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

16. Each party hereby waives, releases and relinquishes

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

[Life Insurance]

17. The Husband and Wife hereby agree that upon receiving a final decree of divorce to each purchase term life insurance in the amount of Five Thousand Dollars ($5,000.00) payable to the other as an irrevocable beneficiary of said policy. The policy to be kept in effect until the marital home at 6205 Rolling View Drive, Eldersburg, Maryland is sold.

[Waiver of Alimony]

18. The Parties hereby waive any and all right to alimony, support and maintenance, and hereby covenant that they will not claim now or in the future, any sums of money for themselves for alimony, support and/or maintenance.

[Income Tax]

19. The Wife agrees, if so requested by the Husband, to

execute and file joint Federal and State income tax returns for the year 1987 and for any subsequent year during which they shall be Husband and Wife and entitled under the applicable laws and regulations to file a joint return. The Husband agrees, if so requested by the Wife, to execute and file joint Federal and State income tax returns for the year 1987, and for any subsequent year during which they shall be Husband and Wife and entitled under the applicable laws and regulations to file joint return. For each return filed subsequent to those filed for the year 1986, each party shall pay their proportionate part of the tax due that shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate part of the said tax. As to the tax returns for the year 1987 the parties hereby agree to equally divide the tax refund resulting from an over-payment in connection with his or her respective earnings or income. The Husband hereby grants unto the Wife the right and power to endorse any and all income tax refund checks payable to the parties hereto with his name in order to effectuate the purpose of this Agreement, provided, however, that she shall forthwith account and pay unto him any part of the proceeds of such check as may represent a refund of any other payment of taxes in connection with his own earnings or income.

20. The parties hereto further agree that the execution of this document shall in no way be considered or construed as a waiver of or bar to any cause for divorce which may hereafter accrue, and it it the intention, desire and

contract of the parties, that in any divorce now pending or in any divorce action for absolute divorce instituted at any time hereafter by either party, that the parties shall be bound by all terms thereof, and this Agreement be incorporated into any Decree of Divorce and the parties directed to be bound thereby subject to modification by the Court.

[Attorney's Fees]

21. The parties hereto agree that each shall be responsible for his or her own attorney's fees and the Wife hereby releases the Husband from any obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

22. 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 reasonable require for the purposes of giving full force and effect to the provisions of this Agreement.

23. 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.

24. The provisions of this Agreement are not subject to modification by any court, pursuant to Marital Property Act, Maryland Family Law Code Annotated. This Agreement is entered into in full recognition of Maryland Family Law Code Annotated 8-201 - 8-213 of the annotated Code of Md. 1957,

1973, 1980, Repl. Vol.,1984 Cum.Supp.

25. 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.

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

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

28. 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.

29. Each party hereto declares that she or he has read the aforegoing Separation Property Settlement Agreement, and

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

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

STEPHANIE J. MILLER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

WITNESS:

Stephanie J. Miller — William Lee Embrey
WILLIAM LEE EMBREY

R E Goldstein — Vivian Lee Embrey
VIVIAN LEE EMBREY

STATE OF MARYLAND:

SS:

COUNTY OF ~~CARROLL~~ Howard

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared ~~VIVIAN LEE EMBREY~~ WILLIAM LEE EMBREY, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and official seal this 22 day of January, 1988

Stephanie J. Miller
Notary Public

STEPHANIE J. MILLER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

My Commission Expires:

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared ~~WILLIAM LEE EMBREY~~ Vivian Lee Embrey known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and official seal this 27 day of January, 1988.

R E Goldstein
Notary Public

My Commission Expires: 7-1-90

CHRISTINE KINNEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ROBERT E. KINNEY	:	Carroll County
Defendant	:	Case No. CV 0967

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 21st day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Christine Kinney, be and she is hereby granted an Absolute Divorce from the Defendant, Robert E. Kinney; and

It is further ADJUDGED and ORDERED that the Plaintiff, Christine Kinney, be and she is hereby awarded the guardianship and custody of Robert E. Kinney, Jr., the minor child of the parties hereto, with the right unto the Defendant 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 matter of child support be and it is hereby reserved for future determination; and

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

Luke K. Burns
~~Marker J. Lovell~~
Judge

Filed July 21, 1988

REBECCA W. SPARKS-ZINNERT	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KEVIN JOSEPH ZINNERT	:	Carroll County
Defendant	:	Case No. CV 3252

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 21st day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Rebecca W. Sparks-Zinnert, be and she is hereby granted an Absolute Divorce from the Defendant, Kevin Joseph Zinnert; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated February 22, 1988 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, Rebecca W. Sparks-Zinnert, be and she is hereby awarded the guardianship and custody of Laureen Ashley Zinnert, the minor child of the parties hereto, with the right unto the Defendant, Kevin Joseph Zinnert, to have visitation privileges with said child as set out in said Agreement, all subject,however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff and the Defendant be and they are hereby charged generally for the support of the

Filed July 21, 1988

minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the name of the Plaintiff, Rebecca W. Sparks-Zinnert, be and the same is hereby changed to Rebecca Winona Sparks, her maiden name before her marriage to the Defendant;

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

Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of February, 1988, by REBECCA W. SPARKS-ZINNERT (hereinafter called "Wife") and KEVIN JOSEPH ZINNERT (hereinafter called "Husband"), WITNESSETH:

WHEREAS, the parties were married on September 24, 1983, by a religious ceremony in Frederick County, Maryland; and

WHEREAS, one child has been born to the parties as a result of their marriage, namely, LAUREEN ASHLEY ZINNERT, born October 13, 1984; and

WHEREAS, differences have arisen between the parties and they are now and have been since September 6, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, for the purpose of ending their marriage; and

WHEREAS, the parties deem it advisable by this Agreement to formalize their voluntary separation, to define their property rights and obligations as respects each other, and to provide for the custody, support and education of their minor child, and to settle all issues of alimony, counsel fees and other matters arising out of their marital relationship;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. The parties shall continue to live separate and apart without cohabitation.

2. Neither party shall molest or annoy the other, or in any way interfere with the right of the other to live an independent life, as fully as if the other party were unmarried.

PL. EXHIBIT No. 1

3. Wife shall have the guardianship and custody of the parties' minor child, LAUREEN, subject to the right of Husband to visit with the child and have her with him at all reasonable times and places, which until otherwise agreed means:

(a) Every other week-end from 4:00 P.M. Friday to 6:00 P.M. Sunday.

(b) One evening per week between Monday and Thursday.

(c) Alternate holidays.

(d) Husband's annual summer vacation, up to a maximum of two weeks, coordinated, however, with Wife's summer vacation plans.

4. Husband agrees, at his sole cost, to carry and keep in force his existing medical insurance coverage, or its equivalent, for the benefit of the parties' minor child.

Each party shall pay one-half (1/2) of all medical expenses for the child which are not covered by insurance, including, without limitation, all medical, surgical, hospital, dental expenses, and expenses incurred for orthodontia, eye glasses, and mental health care, such as counseling or psychotherapy. To the extent practicable, the parties shall consult with one another prior to incurring any expense for which they are jointly responsible under this paragraph. Each party shall make his or her contributions toward medical expense promptly, and without formal demand therefor, so as to permit all such expenses to be paid promptly when due. The parties' obligation under this paragraph shall cease and terminate upon the first to occur of any one of the following events: (a) her arrival at age at which she is no longer eligible for dependent

coverage; (b) her marriage; (c) her becoming self-supporting; or (d) her death or that of either of the parties.

5. Husband shall continue to have that general responsibility to contribute to the support of his minor child which is imposed by law and which the parties are powerless to abrogate; however, Wife declares her intention to support the minor child without seeking contribution from Husband for the period beginning November 1, 1987 and continuing until December 1, 1989. Beginning and accounting from December 1, 1989, Husband shall pay Wife, for the support of the parties' minor child LAUREEN, such weekly amount as the parties may agree upon, or in the absence of agreement the Court may establish, such payments to continue until the first to occur of any one of the following events: (a) child's arrival at age 18; (b) child's marriage; (c) child's becoming self-supporting; or (d) death of child or Husband.

6. Husband and Wife agree to contribute equally to the tuition expense of a private pre-school, primary and secondary education for the minor child, LAUREEN, either in the Montessori system or in such other school(s) as the parties shall otherwise choose, each contribution to be made promptly, without formal demand therefor, so as to permit all such tuition to be paid when due.

7. The parties agree to contribute equally to the cost of an undergraduate college education for LAUREEN, if she desires to have such an education, provided that the cost to a party in any one academic year shall not exceed one-half (1/2) the cost of

attending the University of Maryland College Park for the year in question. For the purpose of this paragraph, "costs" shall mean the expense of tuition, books, room and board and all compulsory fees. Each contribution shall be made promptly, without formal demand therefor, so as to permit all such tuition to be paid when due.

8. Wife shall be entitled to claim the child as a dependency exemption for state and federal tax purposes for 1987 and all subsequent years, and Husband shall promptly execute all such releases, assignments or other forms as may be necessary, from time to time, to confirm these exemptions to Wife.

9. Each party releases and discharges the other, absolutely and forever, from any and all claims, past, present and future, for alimony and support for herself, or himself, both pendente lite and permanent. The provisions of this paragraph 9 with respect to alimony and spousal support are not subject to modification by any court.

10. The parties' joint savings account at the First National Bank of Maryland, with an approximate balance of $1,700.00, shall be held as an investment for LAUREEN.

11. Wife shall retain as her sole and separate property, free and clear of any interest of Husband, all motor vehicles and other tangible personal property currently in her possession, except for those items specifically designated as Husband's property in paragraph 12 of this Agreement.

12. Husband shall retain as his sole and separate property, free and clear of any interest of Wife, all motor vehicles and other tangible personal property currently in his possession,

plus the following tangible personal property currently in Wife's possession:

(a) engagement and wedding rings
(b) VCR and tapes
(c) television
(d) answering machine
(e) living room tables

13. Except as expressly provided otherwise in this Agreement, the assets of each party presently titled in his or her name alone, real and personal, tangible and intangible, contractual rights and choses in action, shall be the sole and separate property of that party, free and clear of any interest of the other party. Without limiting the generality of this paragraph 13, Husband acknowledges that the real property improved with a residence known as 811 Johahn Drive, Westminster, Maryland, being the formal marital home of the parties, is and shall continue to be the sole property of Wife, free and clear of any interest of Husband.

14. Except as expressly provided otherwise in this Agreement, each party shall be solely responsible for debts contracted by herself or himself at any time, or in his or her sole name, and neither shall create or attempt to create any indebtedness for which the other may be actually or apparently answerable. Each party agrees to indemnify the other against liability for which the other is not responsible under this paragraph.

15. Each party waives all rights by statute and common law

to participate in any way in the separate estate and property of the other, whether acquired before this Agreement, by this Agreement or after this Agreement, and each party also waives the right to administer upon the estate of the other.

16. Each party releases and discharges the other from all claims arising under the Marital Property Act, Maryland Family Law Article, section 8-201 et seq., as amended, including but not limited to claims for monetary award and the ownership and/or use and possession of particular property.

17. Subject to this Agreement, each party releases and discharges the other from all causes of action, claims, rights, and demands whatsoever in law or equity which the releasing party ever had or now has, except all causes of action for divorce.

18. 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 but not merged in a decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then the parties shall nevertheless abide by and carry out all of the provisions hereof.

19. Each party shall be solely responsible for payment of his/her respective counsel fees incurred in connection with the parties' separation and divorce. The court costs, including any Master's fee, incurred in connection with any successful divorce proceedings which may be commenced between the parties, shall be borne by the party on whose application the divorce shall be granted.

20. Each party agrees to execute such other and further instruments and assurances and to perform such acts as may be reasonably necessary to effectuate the provisions of this Agreement.

21. This Agreement contains the entire understanding between the parties. It is intended that any 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 a result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereto.

22. EACH PARTY WAS REPRESENTED BY, OR HAD THE OPPORTUNITY TO BE REPRESENTED BY, AN INDEPENDENT ATTORNEY OF HER OR HIS OWN SELECTION IN THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT.

23. All provisions of this Agreement are binding not only on the parties, but on their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have subscribed this Agreement the day and year first above written.

WITNESS:

REBECCA W. SPARKS-ZINNERT

KEVIN JOSEPH ZINNERT

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 29th day of January, 1988, the above-named REBECCA W. SPARKS-ZINNERT, 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.

Janice D. Dorsheimer
NOTARY PUBLIC
My commission expires 7/1/90

STATE OF MARYLAND : COUNTY OF CARROLL : TO WIT:

I HEREBY CERTIFY, that on this 29th day of February, 1988, the above-named KEVIN JOSEPH ZINNERT, 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.

Janice D. Dorsheimer
NOTARY PUBLIC
My commission expires 7/1/90

STEWART W. BENGE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
PENNY L. BENGE	:	Carroll County
Defendant	:	Case No. CV 2071

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 21st day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Stewart W. Benge, be and he is hereby granted an Absolute Divorce from the Defendant, Penny L. Benge; and

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

Julie K. Bowen
Judge

Filed July 21, 1988

SUSAN V. BENGE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAY T. BENGE	*	CARROLL COUNTY
Defendant	*	Case No. CV3979

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

O R D E R

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 22nd day of July, 1988, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, SUSAN VIRGINIA BENGE, be, and she is hereby, granted an Absolute Divorce from the Defendant, JAY T. BENGE; and it is further

ORDERED that the Plaintiff, Susan Virginia Benge, shall be granted the permanent care and custody of the minor child of the parties; namely, Amanda Leigh Benge, born July 23, 1984, with the right of liberal and reasonable visitation reserved unto the Defendant. More specifically, such visitation shall include every Thursday evening from 5:00 p.m. to 8:00 p.m. with 24 hoursnotice to Plaintiff of any cancellation of that visit or any request for additional visitation time; and it is further

Filed July 25, 1988

ORDERED that the Defendant, Jay T. Benge, shall pay unto the Plaintiff, Susan Virginia Benge, child support in the amount of Thirty-five Dollars ($35.00) per week plus Five Dollars ($5.00) per week toward the arrearage until such arrearage is fully paid, with all such payments to be made through the Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED that the Earnings Withholding Order passed by this Court on May 3, 1988, shall remain in full force and effect except to increase the sum in arrears to One Thousand Four Hundred Forty-five Dollars ($1,445.00) as of June 16, 1988, and that a copy of this Judgment shall be forwarded to the employer of the Defendant as stated in said Earnings Withholding Order so as to enable said employer to make such correction in the amount of the arrearage; and it is further

ORDERED, that the pertinent parts of the Agreement executed by the parties on May 12, 1988, and submitted in this proceeding, be made a part hereof as if fully set forth herein; and it is further

ORDERED, that the Plaintiff shall be restored the use of her maiden surname of BROWN; and it is further

ORDERED, that the Defendant shall pay unto the Plaintiff the sum of Five Hundred Dollars ($500.00) towards her attorney's fees; and it is further

ORDERED, that the Defendant shall pay the costs of this proceeding as taxed by the Clerk of the Court.

JUDGE

THIS AGREEMENT is made this 12th day of May, 1988, by and between SUSAN VIRGINIA BENGE, hereinafter called "Wife", and JAY THEODORE BENGE, hereinafter called "Husband."

EXPLANATION

PLAINTIFF'S EXHIBIT CIV 3979 #1-6/21/88

The parties hereto were married by a religious ceremony on June 24, 1984 in Carroll County, Maryland. One child was born as a result of the marriage, namely Amanda Leigh Benge, born July 23, 1984. Irreconcilable differences have arisen between the parties; and they now desire to enter into this Agreement, pursuant to the provisions of Section 8-101 through 8-103 of the Family Law Volume of the Annotated Code of Maryland, recognizing the state of separation between them.

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

1. The parties did separate on January 14, 1987, which separation became mutual and voluntary and with the intent and purpose of ending the marriage on or before April 30, 1987, and they do hereby acknowledge an intent to live separate and apart without cohabitation and in separate abodes. Neither party shall compel, nor attempt to compel the other to live with him or her, and neither party shall in any manner or form whatsoever molest or trouble the other, nor compel, nor attempt to compel the other to cohabit with him or her, and each shall be free of

interference, authority, and control, direct or indirect, by the other, as fully as if he or she were sole and unmarried.

2. This Agreement is made and executed in the State of Maryland, and the validity, construction, meaning, and effect hereof shall be governed and determined by the laws of the State of Maryland, irrespective of the place of domicile or residence of either party hereto at any time hereafter.

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

WITNESS:

Susan V. Benge (SEAL)
Susan Virginia Benge

Jay T Benge (SEAL)
Jay Theodore Benge

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 12th day of May, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared SUSAN VIRGINIA BENGE, who made oath in due form of law that the matters and facts set forth in the foregoing Agreement, either as recitals or as agreements, are true and correct as therein stated, and she further acknowledged the foregoing Agreement to be her act.

AS WITNESS, my hand and Notarial Seal.

Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 12th day of May, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared JAY THEODORE BENGE, who made oath in due form of law that the matters and facts set forth in the foregoing Agreement, either as recitals or as agreements, are true and correct as therein stated, and he further acknowledged the foregoing Agreement to be his act.

AS WITNESS, my hand and Notarial Seal.

Notary Public

My Commission Expires: July 1, 1990

JAIME J. OREM	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
VERNON M. OREM	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5465

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 July, 1988, that the Plaintiff, JAIME J. OREM, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, VERNON M. OREM; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, JAIME JEAN DUNNIGAN; and

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

Julia K. Burns
JUDGE

Filed July 27, 1988

WILLIAM THOMAS MOONEY, JR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
EVELYN LARUE MOONEY	:	Carroll County
Defendant	:	Case No. CV 5686

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 22nd day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, William Thomas Mooney, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Evelyn LaRue Mooney; and

It is further ADJUDGED and ORDERED that the Separation Agreement by and between the parties hereto, dated January 16, 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 name of the Defendant, Evelyn LaRue Mooney, be and the same is hereby changed to Evelyn LaRue Dell, her maiden name before her marriage to the Plaintiff, William Thomas Mooney, Jr.; and

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

Judge

Filed July 25, 1988

SEPARATION AGREEMENT

THIS AGREEMENT, made this 16th day of January, 1987, by and between EVELYN L. MOONEY, of Carroll County, Maryland, herein called "Wife", and WILLIAM T. MOONEY, of Carroll County, Maryland, herein called "Husband".

WHEREAS the parties hereto are now Husband and Wife having been legally married by a religious ceremony in Carroll County, Maryland, on October 14, 1962, and whereas certain irreconcilable differences have arisen between the said parties hereto for which reason they did voluntarily consent and agree to separate and to no longer reside together as Husband and Wife, said voluntary separation having occurred on October 20, 1986, and said voluntary separation having been continuous since that date, and they do hereby consent and agree to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

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

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

FIRST: Husband and Wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each, free of any claim of the other; Husband and Wife have agreed upon

Pl. Exhibit No. 1

a division of all their personal property, and have divided the same so that all property now in the possession of each shall be and remain the individual property of the party having possession, free of any claim of the other, except as herein otherwise provided.

SECOND: That there are no children born of this marriage who have not yet reached the age of majority.

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

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

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

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

FIFTH: All household furnishings, farm equipment, tools, vehicles and the joint checking account were divided prior to the signing of this Separation Agreement in a manner that is satisfactory to both parties. The parties agree that the person in

possession of an item of property shall be solely responsible for payment of any indebtedness on same, and shall indemnify and hold harmless the other party from any claim arising from said indebtedness.

SIXTH: Both parties agree that Husband shall have sole ownership of the Black and Decker Pension Plan, the Black and Decker Thrift and Incentive Plan, the Black and Decker Stock, savings bonds, burial lots at Manchester Baptist Church, and his checking account and savings accounts in his name. Wife hereby releases any and all interest that she may have in all property that is the subject matter of this Paragraph Sixth. Husband agrees to assume the indebtedness on each property, and shall indemnify and hold harmless Wife from any claims arising from said indebtedness.

SEVENTH: Both parties agree that Wife shall have sole ownership of all those two contiguous parcels of land situated on the east side of Maryland Route 86, Lineboro Road in the Sixth Election District of Carroll County, Maryland, containing 4.63 acres and 2.60 acres, as more fully described in the following Deeds: (a) Deed from Robert J. Schreuer, et al., dated June 4, 1982 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 808, Folio 258, etc. and (b) Deed from Evelyn L. Mooney, dated June 4, 1982 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 808, Folio 255, etc. (presently titled in Wife's name), respectively, the savings account and the checking account in Wife's name, and Wife's IRA. Husband hereby releases any and all interest that he may have in all property that is the subject matter of this Paragraph Seventh. Wife agrees to assume the indebtedness on each property, and shall indemnify and hold harmless Husband from any claims arising from said indebtedness.

EIGHTH: Both parties agree that the marital home, known as 3320 Lineboro Road, Manchester, Maryland 21102, consisting of 2.074 acres and improvements, described in a Deed of Wayne C. Kelley, et al., dated August 25, 1967 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 426, Folio 374,

etc., which both parties agree has a fair market value of $87,500.00, shall become the property of Wife as sole owner, upon payment by Wife to Husband of $43,750.00. Included in said purchase price shall be all permanently attached fixtures as now installed in or on the premises, including but not limited to plumbing, lighting fixtures, built-in dishwasher, range, refrigerator, Timberline fireplace insert, washer, dryer, freezer, central vacuum cleaner, shades, drapes, rods, shrubbery and outbuilding. Documentary stamps and transfer tax along with any other expenses of this transaction shall be divided equally between the parties. Wife shall be solely responsible for the expenses of well water testing and obtaining septic system and termite certifications. If there are any negative results from the well water testing or attempts to obtain septic system and termite certifications, both parties shall share equally the cost of rectifying the problems. Settlement shall be on or before March 31, 1986.

NINTH: Both parties agree that they will offer for sale and sell for Twenty-Two Thousand Five Hundred Dollars ($22,500.00) or more the unimproved parcel of land, consisting of 1.009 acres, described among the Land Records of Carroll County in Liber 463, Folio 745, and to divide equally between themselves the proceeds, after payment of all costs and expenses of sale.

TENTH: Both parties agree that the 1986 Federal and State income tax returns shall be filed jointly, and that in the event additional taxes are due, each party shall pay one-half of the total amount due, and that in the event any refunds of taxes are received, each party shall receive one-half of the total refund.

ELEVENTH: All property individually owned by either party, real, personal or mixed, of any kind, character of 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.

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

THIRTEENTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce; and 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 for his or her counsel fees.

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

FIFTEENTH: 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.

SIXTEENTH DELETED

EIM

W.T.M.
WIM

~~SIXTEENTH: In order to effectuate the covenants and~~ agreements of the parties hereto, as hereinabove 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~~.

SEVENTEENTH: The parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 8-101, et seq., of the Family Law Article of the Annotated Code of Maryland (1984 Volume), any and all claims of any nature whatsoever which the parties might have each against the other as a result of their marriage. 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 advises 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.

EIGHTEENTH: 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., as amended, and as contained in Sections 8-101, et seq., of the Family Law Article of the Annotated Code of Maryland (1984 Volume), 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.

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

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

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

WITNESS:

Esther Herman — Evelyn L. Mooney (SEAL)
EVELYN L. MOONEY

[illegible] — William T. Mooney (SEAL)
WILLIAM T. MOONEY

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

I HEREBY CERTIFY that on this 2nd day of January, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EVELYN L. MOONEY, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and she did acknowledge that she executed the same for the purposes therein contained, and further made oath under the penalty of perjury that the matters and facts set forth in the aforegoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged said Agreement to be a voluntary act.

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

Esther Herman
Notary Public
My Commission Expires: July 1, 1990

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

I HEREBY CERTIFY that on this 16th day of January, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM T. MOONEY, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and he did acknowledge that he executed the same for the purposes therein contained, and further made oath under the penalty of perjury that the matters and facts set forth in the aforegoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged said Agreement to be a voluntary act.

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

[illegible]
Notary Public
My Commission Expires: July 1, 1990

GLORIA D. OKTAVEC NOTARY PUBLIC CARROLL CO., MD.

CHARLENE PATCHETT	:	In the
Plaintiff and Counter Defendant	:	Circuit Court
vs	:	for
JOHN PATCHETT	:	Carroll County
Defendant and Counter Plaintiff	:	Case No. CV 3718

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 27th day of July, Nineteen Hundred and Eighty-eight, that the above-named Counter Plaintiff, John Patchett, be and he is hereby granted an Absolute Divorce from the Counter Defendant, Charlene Patchett; and

It is further ADJUDGED and ORDERED that the Voluntary Separation Agreement by and between the parties hereto, dated October 12, 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 Counter Plaintiff, John Patchett, be and he is hereby awarded the guardianship and custody of John William Patchett, Jr. and Jacqueline Louise Patchett, the minor children of the parties hereto, with the right unto Counter Defendant, Charlene Patchett, to visit with said children, all as set out in Paragraph 3 of said Agreement, and all subject, however, to the continuing jurisdiction of this Court; and

Filed July 27, 1988

It is further ORDERED that the Counter Defendant be and she is hereby charged generally for the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that the original Complaint for child custody, etc., filed in this cause, be and it is hereby dismissed; and

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

Lulu K. Burns
Judge

THIS AGREEMENT, made this 12th day of October, 1987, by and between CHARLENE PATCHETT, hereinafter called "Wife", party of the first part, and JOHN WILLIAM PATCHETT, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on September 29, 1981, in Baltimore County, Maryland. Two (2) children were born to them as a result of the marriage; namely, John William Patchett, Jr., born January 29, 1982; and Jacqueline Louise Patchett, born March 19, 1985.

On August 12, 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, the custody and support of their minor children 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:

EXHIBIT A

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 August 12, 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. Husband shall have the care and custody of the minor children of the parties hereto with the right and privilege unto Wife to visit with and have said children with her at reasonable times. Wife's initial visitation shall take place during the day on alternate weekends and every other holiday. As soon as Wife has established an adequate and acceptable residence in accordance with the childrens' needs, as well as sustaining a consistent drug/alcohol abstinence, the parties agree to discuss the childrens' overnight visitation with Wife and to set up and

abide by an adequate overnight visitation schedule on alternate weekends and holidays between specific hours as best suits the childrens' interest.

Wife shall generally support the minor children according to her financial ability until the first to occur of any one of the following events as to any such child: (a) arrival at age of eighteen (18) years; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

4. Husband agrees to carry and keep in force his present medical insurance provided by his employer with the Freestate Health Plan for the benefit of the parties' children and said Husband furthermore agrees to pay, as the same are incurred, all hospitalization and medical expenses incurred by said children and not covered by the above insurance. Husband's obligation under this paragraph 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 of eighteen (18) years; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

5. 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.

6. The parties agree that the monies in the joint checking account deposited at The First National Bank of Maryland shall be retained by Husband for his benefit and the parties further agree that each of the parties shall earn, have and enjoy independently of any claim, right, title or interest of the other party, any 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 he or she were unmarried.

7. Wife shall be entitled to retain the following items of household furniture as well as all of her clothing, jewelry and personal effects:

Stereo
35mm Camera
Dining Room furniture
One-half of Ceramics
Certain pictures as agreed upon by the parties

8. Husband is entitled to retain the remaining household furniture and personal property as well his clothing, jewelry and personal effects, and the childrens' clothing, jewelry and personal effects.

9. 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 as set forth in Paragraph 8 and Paragraph 9.

10. Husband shall be entitled to retain as his sole, separate and individual property the 1986 Caprice automobile which is titled in the name of the said Husband and Husband agrees that he will be solely responsible for any all loans secured by said vehicle and shall indemnify and hold Wife harmless from any and all claims related thereto.

In addition, Wife agrees to transfer and assign unto Husband, all her right, title and interest in and to the 1976 Ventura Camper which is titled in Husband's name as well.

11. The parties own as tenants by the entireties a mobile home with addition, the address of which is known as 2551 Baltimore Boulevard, which was used by them as their marital residence.

The parties agree that Husband shall pay unto Wife the sum of Nine Thousand Dollars ($9,000.00), for her interest in said home and as repayment of monies inherited by Wife and invested by her in said home. Upon payment of the Nine Thousand Dollars ($9,000.00) to Wife, Wife agrees thereafter to relinquish any right, title and interest she may have in said home.

12. Husband shall be obligated to personally pay the following obligations and accounts of the parties incurred prior to the execution of this Agreement either by the said Husband or jointly by the parties:

G.M.A.C.
Choice
Firestone
Maryland Cup Credit Union

Husband will indemnify Wife and hold her harmless from any claim or claims arising thereunder as to said indebtedness.

13. Wife shall be obligated to personally pay any balance yet owing on her personal account with The Fashion Bug Apparel Store and any balance remaining on account with Mountain Manor Treatment Center. Wife will indemnify Husband and hold him harmless from any claim or claims arising thereunder.

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 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.

15. 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.

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 Separation Agreement and 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 claims to any pension, retirement, profit sharing funds or annuities, past, present or future as well as 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.

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. Wife agrees, if so requested by Husband, to execute and file joint Federal and State income tax returns for the year 1987, and for any subsequent year during which they shall be Husband and Wife and are entitled under the applicable laws and regulations to file joint returns. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Wife agrees to assign to Husband any share of a tax refund that may result from an overpayment in connection with their respective earnings or income and Wife hereby grants to Husband the right and power to endorse any and all income tax refund checks payable to the parties hereto with her name in order to effectuate this Agreement, provided, however, that he shall forthwith account and pay unto her any part of the proceeds of such checks as may represent a refund of any overpayment of taxes in connection with her own earnings or income.

21. Except for the provisions contained in this Agreement relating to the custody, visitation and support of the minor child of the parties, none of the other provisions of this Agreement shall be subject to modification by any Court.

22. 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.

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.

Pleasant M. Henline — Charlene Patchett (SEAL)
Witness: CHARLENE PATCHETT

J. Mary Schmidt — John William Patchett (SEAL)
Witness: JOHN WILLIAM PATCHETT

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 2nd day of Oct., 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLENE PATCHETT, 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.

Pleasant M. Henline
Notary Public

My commission expires: _____

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 12th day of October, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN WILLIAM PATCHETT 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. Goodwin
Notary Public

My commission expires: 9-1-90 ~~10-12-87~~

ANNA M. GOODWIN NOTARY PUBLIC CARROLL CO. MD.

NANCY JONES GRIMES	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DAN LYNN GRIMES	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4327

JUDGMENT OF DIVORCE

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

WHEREUPON IT IS ORDERED, this 26th day of July, 1988, that the Counter Plaintiff, DAN LYNN GRIMES, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Counter Defendant, NANCY JONES GRIMES; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation AGreement between the parties dated August 18, 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 Counter Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

Filed July 26, 1988

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT is made by and between DAN L. GRIMES, husband, and NANCY L. GRIMES, wife, at Towson, Maryland, on this 18 day of August, 1987.

RECITALS

1. The parties were married on June 13, 1981 by a religious ceremony in Carroll County, Maryland.

2. No children were born to this marriage.

3. Differences and conflicts have arisen between the parties, as a consequence of which they mutually agreed to separate and have voluntarily lived separate and apart without cohabitation since June 2, 1987, 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, assets, obligations, support, alimony and maintenance, and desire to reduce this agreement to writing in accordance with Code, FL 8.101, et seq.

6. The wife acknowledges that she is not now pregnant by the husband.

IN EXCHANGE for a good and valuable consideration, and in consideration of the mutual promises and covenants herein made,

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the parties agree for themselves, their heirs, personal representatives and assigns as follows:

AGREEMENTS

1. VOLUNTARY SEPARATION - The parties acknowledge that they voluntarily separated as recited above, and they agree to continue to remain so separated. They further agree not to interfere with one another, nor to reside with one another nor in any other way to resume the marital relationship.

2. DEBTS - Except as provided herein, each party will hold harmless, save, protect and indemnify the other with respect to any debts contracted by him or her regardless of date.

All joint charge accounts and credit card accounts shall be cancelled, and all credit cards in the possession of one party which pertain to accounts for which the other party may be liable shall be returned to the liable party.

Contribution as to all such debts is waived.

3. WAIVER OF ALIMONY - Each party specifically waives all claims against the other for alimony, maintenance and support, and acknowledges that such waiver will forever be a bar to any future claims for the same.

4. FAMILY USE & OTHER PERSONAL PROPERTY - The parties acknowledge that upon the execution hereof, and unless specifically provided elsewhere herein, all of the family use and other personal property (including money; bank accounts; investments;

pension, profit-sharing and deferred income plans, whether or not vested; and other intangible property and assets) has been satisfactorily divided, and that the party in actual or constructive possession of or in title to a given asset or item of property at the time of execution hereof shall hereafter be the exclusive owner of such asset or property.

In the event there exist any photographs, photographic negatives, movies, slides, sound tapes, video tapes or other similar items of a family nature (including movie projectors, slide projectors, tape playback equipment and the like), it is agreed that the non-possessory party shall have the right to borrow, use and enjoy such items (and make copies thereof, if applicable) at all reasonable times, provided that such items shall be returned in their original condition and quantity to the possessory party in due course. All wedding photographs will be divided evenly between the parties.

The parties agree that the above settlement of their personal property interests is in lieu of any personal property rights otherwise available to them under law.

5. AUTOMOBILES - The husband, as transferor, shall transfer and assign to the wife, as transferee, all of his right, title and interest in a certain 1965 Chevy Truck.

Upon request, the husband will execute such documents (including a Gift Certification) and give such further

assurances as may be required for the issuance of a new title in the name of the wife alone.

The wife shall pay all costs of the transfer, shall be responsible for all other expenses, including maintenance, operation, repairs, insurance and amortization, and shall be responsible for having the vehicle inspected if necessary, to the end that the husband shall be put to no expense. The wife further agrees to keep the vehicle insured as required by Maryland law for so long as the name of the husband remains on the title or he is liable on any indebtedness for the which the vehicle is collateral.

The wife will promptly have the title transferred on the records of the Motor Vehicle Administration.

The husband makes no warranties as to condition, useablility, roadworthiness, merchantability or fitness for a particular purpose, and the wife accepts the vehicle and title in their present condition.

6. WAIVER OF MARITAL PROPERTY - Except as provided in this Agreement, each party specifically waives all claims against the other with respect to any personal, real or other property which may qualify as "marital property", "family use personal property" or a "family home", or with respect to any monetary adjustments or awards in connection therewith, as those terms are defined in Code, FL 8.101, et seq.

7. FORWARDING OF MAIL AND MESSAGES - Each party will use all reasonable efforts to see that all mail, deliveries, messages, inquiries and the like which come to his attention and which are directed to the other party shall be forwarded to the other party, and/or that the originator, shipper, inquiring party, etc., shall be advised of the last known address and telephone number of the other party.

8. SEPARATE PROPERTY - From and after the date of execution of this Agreement, and subject to the provisions hereof, any and all property and any and all interests and powers now belonging to or hereafter acquired by either of the parties which would otherwise be subject to dower, curtesy, rights of inheritance or other marital rights shall be held by such party as his or her sole and separate property, and shall be considered non-marital property for all legal purposes even though such property may meet the definition of "marital property". Each party shall have full power to sell, transfer, gift, convey, assign, charge, pledge, mortgage, relocate, dispose of or make other inter vivos or testamentary disposition of such property, rights or powers as if unmarried. Neither party will at any time claim any right, title or interest of any kind in any such property or rights of the other except as herein provided.

9. ACCESS TO COUNSEL - Each of the parties acknowledges that he has had full access to independent legal counsel of his

own selection prior to executing this Agreement, and that he fully understands and is satisfied with the terms herein.

10. COUNSEL FEE - Each party shall be responsible for his own counsel fees for all services rendered through the granting of an absolute divorce.

11. COURT COSTS - All court costs, including depositions and Master's fees, shall be paid by the moving/deposing party.

12. ESTATE WAIVER - Neither party will at any time claim any right, title or interest in the estate of the other, including the right to administer the same, unless such right is reserved or protected by this Agreement or otherwise arises hereunder.

13. FURTHER ASSURANCES - Each party will execute, acknowledge and deliver, or cause the same to be done with respect to all such further acts, deeds, covenants or instruments which the other party may reasonably request for the purpose of giving full force and effect to the provisions and substance of this Agreement.

14. SURVIVAL AND ADOPTION OF AGREEMENT - If any judgment of divorce is granted to either party, the provisions of this Agreement shall be incorporated but not merged therein. In all events, this Agreement shall survive any litigation, decrees, judgments and orders, and shall be binding upon the parties hereto, their heirs, personal representatives and assigns, and any other persons or entities who may make any claim through either

of them. The terms of this Agreement (including those respecting alimony, maintenance and support) shall not be subject to modification by any court under Code, FL 8.101, et. seq., except and unless as otherwise provided by law. If the parties shall reconcile or otherwise resume their marital relationship prior to becoming absolutely divorced, this Agreement shall become null and void, provided that any covenants herein which, at that time, have been fully or partially performed shall remain fait accompli to the extent performed.

15. NON-WAIVER - This Agreement shall not be construed as a waiver by either party as to any cause of action for divorce.

16. MARYLAND LAW - All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by Maryland law.

17. AMENDMENTS - This Agreement may be amended at any time, provided that any such amendment be reduced to writing and signed by both parties. If any amendment is made with respect to any part of this Agreement which has been adopted by the court in any decree, judgment or order, either party, at the request of the other, will join in a proceeding for modification to request the court to reform its decree, judgment or order in accordance with the amendment proposed by the parties.

18. ENTIRE AGREEMENT - This instrument, as amended, represents the entire agreement of the parties, all prior promises,

understandings, negotiations and agreements having been merged herein.

19. RELEASE - The parties generally waive all present claims against one another except for any rights or duties created by, continued by or provided for in this Agreement, and any rights or duties not subject to waiver as a matter of law or public policy.

20. DISCLOSURE - Each party has given full, complete, truthful and accurate financial disclosures to the other. Each acknowledges that he is satisfied with the financial disclosures made by the other, and that he believes he has a reasonable and adequate understanding of the financial condition of the other. The various financial settlement terms in this Agreement have been negotiated by both parties in reliance upon the substance of these financial disclosures and understandings, and each party warrants and represents that such disclosures are true, complete and accurate as of the date given and as of the date of execution hereof. Nevertheless, if either party shall have materially misstated, misrepresented, concealed or failed to disclose his assets, liabilities, income, expenses or other financial data as of the time of disclosure or the time of execution hereof, the other party shall have all of the rights then available under law, including the option of rescinding this Agreement.

If it is necessary for such party to litigate the matter of misrepresentation and/or the matter of rescission, and

if such party is successful in proving a material misrepresentation, the other party shall be responsible for the reasonable legal expenses of the moving party and for court costs incurred in such proceedings, notwithstanding any counsel fee waivers herein to the contrary.

21. SEVERABILITY - All of the terms in this Agreement shall be severable from one another, and in the event any court should determine that any clause is void or unenforceable, the balance of the Agreement shall nevertheless remain in full force and effect.

22. REMEDIES - Except as herein provided, this Agreement shall not be construed as a limitation upon any equitable, legal or other rights or remedies available to either party.

Enforcement of any right granted or reserved hereunder may be by means of any action recognized by Maryland law whether within, without or collateral or parallel to any equity or divorce case between the parties, and, notwithstanding any counsel fee waivers herein to the contrary, the enforcing party shall be entitled to reasonable attorney's fees in the discretion of the court hearing the matter.

The failure of either party to take action to enforce any provisions of this Agreement, to insist upon strict compliance therewith by the other party, or to make complaint with respect to the other party's alleged non-compliance shall not be construed as a waiver or modification of this Agreement

nor a waiver of any rights of enforcement, nor shall the equitable doctrines of estoppel or laches be available as defenses with respect to the failure of such party to make complaint or take action as aforesaid.

AS WITNESS our hands and seals.

Witness — DAN L. GRIMES, Husband (LS)

Witness — NANCY L. GRIMES, Wife (LS)

Carroll
BALTIMORE COUNTY, MARYLAND, To Wit:

I HEREBY CERTIFY that on this 26th day of August, 1987, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared DAN L. GRIMES, one of the parties to the above instrument, who acknowledged and made oath in due form of law that he understands the above instrument, that he voluntarily entered thereinto for the purpose of carrying out the terms and conditions therein stated, and that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and notarial seal.

Notary Public

My commission expires: July 1, 1990

BALTIMORE COUNTY, MARYLAND, To Wit:

I HEREBY CERTIFY that on this 18 day of August, 1987, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared NANCY L. GRIMES, one of the parties to the above instrument, who acknowledged and made oath in due form of law that she understands the above instrument, that she voluntarily entered thereinto for the purpose of carrying out the terms and conditions therein stated, and that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and notarial seal.

Notary Public

My commission expires: 7-1-90

SHF:dms/70625s61d2883R

MARK MERRILL SPITTEL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
KIMBERLY ANN SPITTEL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5672

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 July, 1988, that the Plaintiff, MARK MERRILL SPITTEL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, KIMBERLY ANN SPITTEL; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 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 July 24, 1988

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 8th day of June, 1987, by and between KIMBERLY ANN SPITTEL, hereinafter referred to as "Wife", and MARK MERRILL SPITTEL, JR., hereinafter referred to as "Husband".

WHEREAS, the parties hereto were lawfully married on March 3, 1985 in a religious ceremony in Carroll County, Maryland; and

WHEREAS, the parties have decided to live separate and apart with the separation having begun on April 24, 1987; and

WHEREAS, it is the mutual desire of the parties in this Agreement 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.

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 April 24, 1987.

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 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.

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2. PERSONAL PROPERTY AND AUTOMOBILES

The parties heretofore have divided their personal property to their mutual satisfaction. Each party shall be entitled to the property in their present physical possession. Each party 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 claims of the other party.

Husband shall transfer all his right, title and interest in the 1979 Volvo presently titled in Wife's name alone to Wife. Wife agrees to assume sole responsibility for the automobile loan from the Carroll County Bank and Trust Company and agrees to indemnify and hold Husband harmless from any and all claims (incuding debts) arising out of the ownership or operation of this vehicle and loan to Carroll County Bank and Trust Company.

3. REAL ESTATE

Wife shall convey all her right, title and interest in the improved real estate known as 316 St. Andrews Lane, Westminster, Maryland, 21157, to Husband. Husband shall assume sole responsibility for the current mortgage on the real estate (issued by the Payne Weber Mortgage Financial Co.) including principal and interest, real estate taxes, homeowners insurance and all utilities. Husband shall pay the costs of this transfer which shall occur as soon as practicable after the execution of this agreement.

4. DEBTS

Husband shall assume full responsibility for the current balances due and owing to the following creditors:

VISA I	$4,800.00
VISA II	1,700.00
Master Card	900.00
Choice	810.00
Spiegel	3,275.00
Norwest Financial	2,700.00

Wife shall assume full responsibility for the current balances due and owing to the following creditors:

Leggett	$ 550.00
Macys	700.00
Saks	240.00

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.

5. WAIVER OF ALIMONY

Each party does hereby release and discharge the other from any and all obligations of support, it being the intention of each party to waive,r elease and surrender any present or future claim each may have against the other for alimony, support and maintenance.

6. 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, property Disposition in Annulment and Divorce provision, 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.

7. 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.

8. 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.

9. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees. Court costs arising out of this Agreement and any divorce action shall be divided equally between the parties. Court costs arising out of any Contempt action involving the parties to this Agreement shall be paid as directed by the appropriate Court.

10. 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.

11. 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.

12. 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.

13. APPLICABLE LAW

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

14. 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.

Kimberly Ann Spittel
WITNESS

Mark Merrill Spittel (SEAL)
MARK MERRILL SPITTEL

Mark Merrill Spittel
WITNESS

Kimberly Ann Spittel (SEAL)
KIMBERLY ANN SPITTEL

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

I HEREBY CERTIFY that on this 8th day of June, 1987, the above-named MARK MERRILL SPITTEL, 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.

Mary E Brierley
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 June, 1987, the above-named KIMBERLY ANN SPITEL, 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.

Mary E Brierley
Notary Public
My Commission Expires: 7/1/90

JOHN L. HALL, SR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KATHY D. HALL	:	Carroll County
Defendant	:	Case No. CV 5833

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 27th day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, John L. Hall, Sr., be and he is hereby granted an Absolute Divorce from the Defendant, Kathy D. Hall; and

It is further ADJUDGED and ORDERED that the Defendant, Kathy D. Hall, be and she is hereby awarded the guardianship and custody of John L. Hall, Jr. and Shannon M. Hall, the minor children of the parties hereto, with the right unto the Plaintiff, John L. Hall, 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 Plaintiff pay direct unto the Defendant the sum of $50.00 per child per week, for a total of $100.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further 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, §10-120, et seq.; and

Filed July 27, 1988

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 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 May 11, 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 name of the Defendant, Kathy D. Hall, be and the same is hereby changed to Kathy Darlene Patrick, her maiden name before her marriage to the Plaintiff; and

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

Rule K. Burns
Judge

VOLUNTARY SEPARATION AND PROPERTY

SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 11th day of May, 1987, by and between KATHY D. HALL, hereinafter referred to as "Wife," and JOHN L. HALL, SR., hereinafter referred to as "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 15, 1967, in Baltimore County, Maryland. Two children were born to them as a result of their marriage, namely, JOHN L. HALL, JR., born September 21, 1974 and SHANNON M. HALL, born December 8, 1975, hereinafter referred to as "the children."

Differences have arisen between the parties and they are now 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, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. Separation and Noninterference. The parties having heretofor mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without any cohabitation, do hereby expressly agree to continue to do so. Each

Pl. Exhibit No. 1

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.

A. The Wife shall have the care and custody of the two minor children of the parties. Husband shall have the right and privilege to visit with and have said children with him at all reasonable times.

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. If either party plans to take the children out of the State of Maryland for longer than a weekend, the other party shall be notified in advance and

supplied with a phone number where the children can be reached.

In the event that either party permanently moves from the State of Maryland, the parties agree, in advance of said move, to renegotiate visitation rights, and if no agreement with respect thereto can be reached, Husband and Wife shall submit the visitation dispute to a court of competent jurisdiction for the purpose of having a determination made with respect to future visitation, and with regard to same. Wife shall cooperate to the fullest extent possible to effectuate the intention of maintaining a close relationship between the children and the Husband. The parties further recognize that exercise of visitation privileges by Husband should not conflict or interfere with the school schedule of the children nor with bona fide plans previously made for their activities and all such visitations shall be exercised with due regard for the health and general welfare of said children.

In the event the Wife, at a later time, becomes unqualified or incompetent to have custody, then in consideration of the covenants herein contained, Husband shall become custodian and guardian of the minor children and any appointed guardian is so instructed.

Wife further agrees to consult with Husband on all major decisions regarding the children's health, welfare and general well-being.

B. Support and visitation are hereby acknowledged to be interdependent upon one another. In the event Wife fails to provide Husband reasonable visitation, Husband may withhold support as set forth herein and if Wife's action is found to be unjustified by a court of competent jurisdiction or by the appointee of the parties as set forth above, then in such event, the monies owed and withheld up until that decision shall be forever forgiven and said child support considered satisfied. If, on the other hand, Husband's actions are found to be unjustified by same, he shall pay to Wife said monies withheld. The breaching party shall pay all costs and attorney's fees associated with the resolution of said dispute.

3. Support and Maintenance

A. In lieu of court modifiable child support, Husband shall pay to the Wife for the support, maintenance, and education of the children, the following fixed, unchangeable and non-modifiable sums commencing the first day of the first month of each year, commencing in the year of 1987, the sum of FIFTY DOLLARS ($50.00) per week, per child, until termination which shall be the first to occur of any of the following:

(1) Death of Husband

(2) Death of Wife

(3) The death of the Child

(4) Wife's filing of any petition or submitting herself to any Court or Judicial proceedings seeking relief, adjustment or modification in the area of child support, or designation of the amount of child support or for any other matter regarding child support.

(5) In the event of termination of said amounts in the event a court issues an award for child support, said support shall not go beyond each child's 18th birthday or until each child is self-supporting, which ever event is first to occur; and furthermore, the Court, in such an event, in arriving at said child support, shall not consider any of the financial arrangements as set forth herein as evidence of the Husband's then ability to pay, and therefore the parties agree to submit to a "de novo" child support hearing where the Court considers only the Husband's financial condition and ability to pay at the time of said hearing.

(6) The Wife shall be entitled to claim the children as dependents on all Federal and State income tax returns.

(7) 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.

4. Debts

The Wife acknowledges that she has incurred no debts for which the Husband is responsible and in consideration therefor and as an inducement to sign this Agreement, each party shall assume all responsibility for debts contracted by himself or herself, and each shall hold and save the other harmless from any and all liability therefor. 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, except as provided herein, as to any debts or obligations incurred or contracted by them from and before 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. If the Husband is called upon by a creditor of Wife or a Court to pay or satisfy any debt or obligation of Wife he shall be permitted to deduct said payments from any payment or obligation due Wife as set forth herein.

5. Medical Insurance

Husband and Wife agree to maintain existing medical insurance coverage through his employers or an equivalent plan through any subsequent employer, for the benefit of each other and the children, until the parties are divorced and for the children, thereafter, until they are no longer eligible to be

covered under said policies.

6. Personal Property

Husband shall retain as his sole and separate property all tools and outdoor and lawn care equipment including but not limited to hand tools, ladders, and power tools, his Pioneer stereo system and components, the Prowler travel trailer, the two Yamaha motorcycles, the 1983 Ford pick-up truck, the State Employees Credit Union savings account, his separate checking account, his personal clothing and jewelry, firearms, and any appliances and furnishings of the home not taken by the Wife upon the sale of the residence all free and clear of any interest of the Wife.

Wife shall retain as her sole and separate property all other items not referred to in this paragraph including her now separate bank accounts, her 1985 Volkswagen Golf automobile, the appliances and furnishing of the residence and her personal clothing and jewelry.

7. Counsel Fees

Husband and Wife agree that each party shall be solely responsible for their individual counsel fees and not entitled to contribution from the other. The party filing for a divorce shall pay court costs incident thereto. The parties hereby release each other from any further obligation to pay any other or further counsel fees or costs in connection with any matter or thing whatsoever, except with respect to any court award of counsel fees in connection with a proceeding to enforce this Agreement.

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 hereafter acquire in the real, personal or other property of the other. Each of the parties agree to execute and deliver all deeds, releases, quit claims or other

instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party 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 occuring 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 law of Maryland now existing or as amended in the future, 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 may be, free from any right or inheritance, title, or claim in the other party as if the parties at such time were unmarried.

It is the desire and intent of the parties that if the Husband should suffer death or disability before one of the parties is granted a final Decree of Divorce then and in that event the Wife will be entitled to all of the benefits and privileges to which she would be entitled if this Agreement did not exist and the parties were living together.

9. Real Property

The parties acknowledge that they own as a residence in fee simple title that lot with improvement thereon known as 2102 Ebbvale Road in Manchester, Maryland. Subject to the provisions herein, the Wife shall be entitled to remain in said house until the residence is sold, at which time, the Wife shall vacate the premises in a good and clean condition and shall be liable during her occupancy for any damages to the property. Wife agrees to vacate the premises and take with her chattels and furniture only, and not, in the process, do damage to the

premises, or to Husband's possessions or personalty. This real property is now listed for sale and it is the intent of the parties to sell it as soon as possible.

At the settlement of the sale of the residence the parties agree that the proceeds shall be applied as follows:

(A) The commission due the realtors involved in the sale.

(B) The first and second mortgages now held in the property.

(C) All other reasonable and necessary costs of settlement required by law, custom and or the contract of sale.

(D) The sum of Eleven Thousand Dollars ($11,000.00) to be paid to the Wife in full and complete satisfaction and release of any interest she may have, now or in the future, in other words for all time, in any retirements and or pension benefits due the Husband as a result of his employment or disability now or with any future employer.

(E) The balance remaining on the automobile of the Wife and the travel trailer of the Husband shall be paid in full.

(F) All remaining proceeds shall belong to the Husband and Wife in equal shares, in other words, each shall be entitled to one half of the remaining proceeds. Whereas it is the intent of the parties to provide a new residence which is a suitable environment for their children, the entire remaining proceeds shall not be divided between the parties but shall be applied in the entirety to the purchase price of a new residence for the Wife and children, titled just in the name of the Wife and said residence shall be her sole property free and clear of any interest of Husband.

10. Retirement Interests

In consideration of the provisions of the Ninth (9th) Paragraph of this Agreement Wife hereby waives, relinquishes and releases forever any right or interest in any retirement or pension payments or benefits due the Husband now and, or, in the future and Husband in reliance thereon waives, reliquishes and releases forever any right or interest in any retirement or pension payments or benefits due the Wife now and, or, in the future.

11. Incorporation in Decree and Subsequent Divorce

With the approval of any Court of competnet jurisdiction in which any divorce proceeding may be pending or which may hereafter be instituted, the provisions 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 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.

Nothing herein contained shall be deemed to prevent either of the parties 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 definding any such suit. However, in the event any such action is instituted, each party shall be bound by all the terms of this Agreement.

12. 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 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.

13. Modification

In accordance with the intent and purpose of the Annotated Code of Maryland, the parties expressly acknowledge

that the only provisions of this Agreement that are subject to modification by any Court are the provisions contained in Paragraph 2 regarding Custody and Visitation. 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. Therefore, resumption or cohabitation or reconciliation shall not void this Agreement.

14. 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, 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. The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by them whether real, personal, or mixed, whether titled in their name or in the name of others, and all rights, liabilities, titles, interest, and/or claims each may have whether inchoate or otherwise.

15. Severance Clause

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

16. 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 the other.

17. Income Tax Returns

The parties shall file separate Federal and State income tax returns.

IN WITNESS WHEREOF, the parties hereunto set their hands and affix their seals the date and year first above written.

WITNESS:

_____ Kathy D. Hall (SEAL)
WIFE

_____ J. L. Hall Sr (SEAL)
HUSBAND

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERITFY, that on this 11th day of May, 1987, before me, a Notary Public, in and for the State and County aforesaid, personally appeared KATHY D. HALL, and she 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.

AS WITNESS my hand and notarial seal.

Nancy L. Jenkins
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY, that on this 11th day of May, 1987, before me, a Notary Public, in and for the State and County aforesaid, personally appeared JOHN L. HALL, SR., and he 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.

AS WITNESS my hand and notarial seal.

Nancy L. Jenkins
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STEPHEN J. WALSH	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MARJORIE M. WALSH	:	Carroll County
Defendant	:	Case No. CV 5702

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 28th day of July, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Stephen J. Walsh, be and he is hereby granted an Absolute Divorce from the Defendant, Marjorie M. Walsh; and

It is further ORDERED that the Defendant, Marjorie M. Walsh, pay the costs of these proceedings.

Luke K. Burns
Judge

RECORDED IN CIRCUIT COURT CARROLL CO., MD
JUL 28 11 42 AM '88
LARRY W. CRIPLEY
CLERK

EVELYN ROBINSON	*	No. CV 3096
Plaintiff	*	In The
vs.	*	Circuit Court
DOUGLAS H. ROBINSON	*	For
Defendant	*	Carroll County

* *

MEMORANDUM ORDER

On August 25, 1987, the Plaintiff filed a Supplemental Complaint for Absolute Divorce, and on September 25, 1987 Defendant filed his Answer thereto. A hearing was held on July 14-15, 1988, after which the Court granted Plaintiff an absolute divorce from Defendant based on a two-year voluntary separation. Defendant was awarded custody of the minor children, Jeffrey Robinson and Daniel Robinson, and was also awarded use and possession of the family home for three years. The issues of the appropriateness and amount of a marital award, and the amount of Plaintiff's interest in Defendant's pension were held *sub curia*.

Sections 8-203 through 8-205 of Maryland's Family Law Article set forth the statutory scheme which must be followed when making a marital award. Sections 8-203 and 8-204 require that the Court first list and value all marital property:

ITEMS IN POSSESSION OF HUSBAND:	VALUE:
1957 Chevy	$5,500.00
4-wheel trailer	675.00
1979 Plymouth	200.00
1978 Ford truck	1,600.00

RECORDED IN
CIRCUIT COURT
CARROLL COUNTY, MD.
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LAURA W. SOMMER
CLERK
LCM

Wagon	1,484.00
Sofa	350.00
Coffee table	75.00
Console color TV	125.00
Stereo cabinet	50.00
4 stereo components	275.00
4 speakers	50.00
VCR, etc.	360.00
Clock	50.00
Floor lamp	25.00
Table & 4 chairs	100.00
Cart	40.00
Microwave	250.00
Trash compactor	75.00
Refrigerator	50.00
M.B.R.	300.00
Color TV	125.00
3 chests	100.00
Dresser with mirror	50.00
4 dressers	100.00
2 stereos	50.00
Miscellaneous linens	200.00
Sewing machine	100.00
Recliner	50.00
Chest freezer	150.00
Washer	45.00
Dryer	75.00

Camera	45.00
Vacuum & floor polisher	200.00
Guns	75.00
Tractor	1,650.00
2 ATC	1,250.00
Rototiller	50.00
Air compressor & attachments	150.00
Engine items, etc.	1,090.00
Miscellaneous tools	2,500.00
Computer, etc.	500.00
Savings plan	34,603.00
Govt. EE bonds	300.00
IRA's	5,087.00
Carroll County Savings Bank	800.00
Carroll County (checking account)	467.31
1965 Chevrolet	2,960.00
1986 Braco trailer	5,000.00
1984 Ford wagon	1,158.06
1979 Chevrolet Camaro	1,300.00
Mercantile Account - #3504000001029	10,500.00
	$82,364.37

ITEMS IN POSSESSION OF WIFE:	VALUE:
1982 T-Bird	$1,050.00
Microwave	200.00
Computer	500.00
Bed	15.00

Pictures	30.00
First National Bank	714.00
Credit Union savings	105.00
Misc. linens	100.00
Sewing machine	150.00
One treadle sewing machine (antique)	100.00
2 sets of dishes	45.00
Glasses	20.00
Pots, pans, cookware	150.00
	$3,179.00

Section 8-205 governs how a monetary award shall be made:

> The Court shall determine the amount and the method of payment of a monetary award, or the terms of the transfer of the interest in the pension, retirement, profit sharing, or deferred compensation plan, or both, after considering each of the following factors:
>
> (1) the contributions, monetary and nonmonetary, of each party to the well-being of the family;
>
> (2) the value of all property interests of each party;
>
> (3) the economic circumstances of each party at the time the award is to be made;
>
> (4) the circumstances that contributed to the estrangement of the parties;
>
> (5) the duration of the marriage;
>
> (6) the age of each party;
>
> (7) the physical and mental condition of each party;
>
> (8) how and when specific marital property or interest in the pension, retirement, profit sharing, or deferred compensation plan, was acquired, including the effort expended by each party in accumulating the marital property or the interest in the pension, retirement, profit sharing, or deferred compensation plan, or both;

> (9) any award of alimony and any award or other provision that the court has made with respect to family use personal property or the family home; and
> (10) any other factor that the court considers necessary or appropriate to consider in order to arrive at a fair and equitable monetary award or transfer of an interest in the pension, retirement, profit sharing, or deferred compensation plan, or both.

As Maryland remains an "equitable distribution" State in these matters, the Court is not required to order an equal division of marital property. *Deering v. Deering*, 292 Md. 115 (1981). However, after considering the factors above, such a division appears appropriate in this case. The evidence indicates that Plaintiff put considerable effort into sustaining the 23 year marriage, and contributed equally to its prior success. Additionally, during the course of the marriage, Defendant progressed in a career in which he now earns in excess of $35,000.00 per year, while Plaintiff's occupational future and opportunity for career advancement will be limited. The Court will therefore grant the Plaintiff a monetary award in the amount of one-half the value of marital property now in possession of Defendant, off-set by one-half the value of marital property now in her possession ($41,182.18 minus $1,589.50), or $39,592.68.

Similarly, the Court finds that Plaintiff is entitled to a one-half interest in Defendant's pension. However, *Deering v. Deering*, supra, notes that Section 8-205 "does not contemplate a decretal award which is so harsh as to force a wage earner spouse to liquidate his or her pension interest to satisfy it. Id. at

131. To avoid such an inequity, the Court will make Plaintiff's award payable as and when Defendant receives his pension payments, an option *Deering* clearly allows and one dictated by the circumstances. The Court will provide for this award in a forthcoming Qualified Domestic Relations Order which will supplement the Order issued today.

Plaintiff asks the Court to order Defendant to contribute to the payment of her attorney's fees, now totaling $9,625.65. In *Miller v. Miller*, 70 Md. App. 1 (1987), the Court ruled:

> In divorce proceedings, ordinarily counsel fees and costs are to be awarded after the Court has considered: "the financial resources and financial needs of both parties; and whether there was substantial justification for prosecuting or defending the proceeding." See Maryland Family Law Code Annotated, Section 11-110(c). *Id.* at 11.

After reviewing Family Law Article, Section 11-110, and the economic facts both Plaintiff and Defendant face, the Court finds an award of fees to Plaintiff is inappropriate.

Finally, since the July hearing, the parties have agreed that Plaintiff will pay to Defendant $25.00 per week child support. Accordingly, that stipulation shall be incorporated into the Court's Order.

Therefore, it is this 10th day of October, 1988, by the Circuit Court for Carroll County,

ORDERED that judgment be and is hereby entered in favor of Plaintiff in the amount of $39,592.68, said figure

representing a marital award as an adjustment of the rights and equities of the parties; and

IT IS FURTHER ORDERED that Plaintiff is awarded a one-half interest in Defendant's pension, to be paid to her as and when Defendant receives payment, with the terms of said award to be governed by the Court's forthcoming Qualified Domestic Relations Order; and

IT IS FURTHER ORDERED that Plaintiff shall pay to Defendant $25.00 per week as support for the minor children.

Costs are to be divided equally among the parties.

Judge

EVELYN ROBINSON	*	No. CV 3096
Plaintiff	*	In The
vs.	*	Circuit Court
DOUGLAS H. ROBINSON	*	For
Defendant	*	Carroll County
	*	

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

AMENDED ORDER

The Court's Memorandum Order of October 10, 1988 is hereby supplemented to include the decision issued by the Court from the bench on July 15, 1988, nunc pro tunc.

Accordingly, it is this 19 day of October, 1988, by the Circuit Court for Carroll County,

ORDERED that Plaintiff is granted an Absolute Divorce from Defendant; and

It is further ORDERED that Defendant is awarded custody of the minor children, Jeffrey Robinson and Daniel Robinson; and

It is further ORDERED that Defendant is awarded use and possession of the family home for a period of three (3) years.

All subject to further Order of this Court.

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
OCT 21 10 50 AM '88
LARRY W. SHIPLEY CLERK

REYNOLD R. GROVE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARGARET E. GROVE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4541

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, 1988, that the Plaintiff, REYNOLD R. GROVE, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARGARET E. GROVE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely LUCINDA SUE GROVE (born February 4, 1974) and DAVID EDWARD GROVE (born March 23, 1975) 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 be and she is hereby charged generally to contribute to the support of said minor children; and

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

Luke K. Burns
JUDGE

Filed August 3, 1988

DONNA SUE AMOSS	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GARY LEE AMOSS	*	CARROLL COUNTY
Defendant	*	Case No. CV 5283

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

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 2nd day of August, Nineteen Hundred and Eighty-eight, that the above named Plaintiff, DONNA SUE AMOSS, be and she is hereby granted an Absolute Divorce from the Defendant, GARY LEE AMOSS; and

It is further ADJUDGED and ORDERED that the Plaintiff, DONNA SUE AMOSS, be and she is hereby awarded the guardianship and custody of Cory M. Amoss and Asa S. Amoss, the minor children of the parties hereto, with the right unto the Defendant, GARY LEE AMOSS, 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 to the Plaintiff a reasonable sum per week toward the support of the minor children of the parties, subject to the further Order of this Court; and

filed August 3, 1988

It is further ORDERED that this Order constitues 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 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 Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 19, 1988 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 costs of these proceedings are waived due to Plaintiff's indigency.

Julie K. Burns
JUDGE

Recommended and Approved by:

William T. Fitzgerald
William T. Fitzgerald, Master

PLAINTIFF'S EXHIBIT CW5883 #1 7/12/88

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 19th day of January, 1988, by and between DONNA SUE AMOSS of Westminster, Carroll County, Maryland, hereinafter referred to as "Wife", and GARY LEE AMOSS of Westminster, Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on August 27, 1976, in Carroll County, Maryland. There were two children born to the parties during their marital union, to wit: Cory M. Amoss, born October 7, 1979; and Asa S. Amoss, born May 8, 1984.

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 January 5, 1987, 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

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 in consideration of the terms of this Agreement Husband shall execute a Deed transferring his entire right, title and interest in and to the home and real estate located at 1012 Humbert School House Road, Westminster, Carroll County, Maryland unto wife.

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 children of the parties shall be in and with Wife. Husband shall have the right and privilege to visit with said minor children at reasonable times under proper circumstances. The parties agree that visitation by Husband with the minor children shall take place in the State of Maryland unless there is agreement of the parties in writing to the contrary.

The parties agree that Husband will pay a reasonable amount per week per child unto Wife as a contribution towards the care, support and maintenance of the minor children. Husband's obligation regarding the support of the minor children shall continue until the first to occur of the following events with

respect to each child: (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.

Pleasant M. Hendine — Donna Sue Amoss (SEAL)
DONNA SUE AMOSS

Pleasant M. Hendine — Gary Lee Amoss (SEAL)
GARY LEE AMOSS

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 19th day of January, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared DONNA SUE AMOSS, 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.

Pleasant M. Henline
Notary Public

My Commission Expires: 7-1-90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 19th day of January, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared GARY LEE AMOSS, 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.

Pleasant M. Henline
Notary Public

My Commission Expires: 7-1-90

ROSE SCOTT	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
HOWARD SCOTT	*	CARROLL COUNTY
Defendant	*	Case No. CV 3909

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

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for Hearing and sumbitted 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-eight, that the above named Plaintiff, ROSE SCOTT, be and she is hereby granted an Absolute Divorce from the Defendant, HOWARD SCOTT; and

It is further ADJUDGED and ORDERED that the Plaintiff, ROSE SCOTT, be and she is hereby awarded the guardianship and custody of Tracey Scott, the minor child of the parties hereto, with the right unto the Defendant, HOWARD SCOTT, to visit said child at reasonable times and under proper circumstances; which shall include alternating weekends, two (2) weeks in the summer and alternating major holidays; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant shall pay unto the Plaintiff pursuant to the previous Order of this Court in Equity Case 18584, the sum of One Hundred Sixty Dollars ($160.00) per month as a contribution towards 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 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 costs of these proceedings are waived due to Plaintiff's indigency.

JUDGE

Recommended and Approved by:

William T. Fitzgerald, Master

DONNA M. JACKSON	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JULIAN LYNN JACKSON	*	CARROLL COUNTY
Defendant	*	Case No. CV 5036

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

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 8th day of August, Nineteen Hundred and Eighty-eight, that the above named Plaintiff, DONNA M. JACKSON, be and she is hereby granted an Absolute Divorce from the Defendant, JULIAN LYNN JACKSON; and

It is further ADJUDGED and ORDERED that the Plaintiff, DONNA M. JACKSON, be and she is hereby awarded the guardianship and custody of Brandy Jackson, the minor child of the parties. The issue of child visitation is hereby reserved for future determination by this Court; and

It is further ADJUDGED and ORDERED that the Defendant shall be charged generally with contributing to the support of the minor child of the parties; however, the precise terms of said support are hereby reserved for future determination by this Court.

It is further ORDERED that the costs of these proceedings

filed August 8, 1988

are waived due to Plaintiff's indigency.

JUDGE

Recommended and Approved by:

William T. Fitzgerald, Master

SUZANNE LORRAINE KENNEDY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JAY FRANK KENNEDY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5674

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 August, 1988, that the Plaintiff, Suzanne Lorraine Kennedy, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JAY FRANK KENNEDY; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, JOSEPH FRANK KENNEDY (born July 15, 1985) be and the same is hereby joint with physical custody in the Plaintiff and reserving unto the Defendant reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Forty Dollars ($40.00) per week as child support, that he maintain medical insurance for the child during the child's minority, that he be responsible for all medical and dental expenses not covered by his insurance, all of which is subject to the further Order of this Court and subject to the following provisions of law:

filed August 9, 1988

(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 4, 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, Jr. JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 4th day of June, 1987, by and between SUZANNE LORRAINE KENNEDY ("Wife") and JAY FRANK KENNEDY ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on September 11, 1982, in Carroll County, Maryland. One child was born to them as a result of their marriage, namely, JOSEPH FRANKLIN KENNEDY, born July 15, 1985, hereinafter referred to as "Child." Differences have arisen between the parties and they are now and have been since April 4, 1987, 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.

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 rerpesentatives 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 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. JOINT CUSTODY

The parties have agreed that the Child shall be in their joint custody. At the present time, the parties agree that it is in the best interests of the Child to reside primarily with the Wife with the Husband to exercise his residential rights on a reasonable basis with twenty-four (24) hour notice to the Wife prior to the exercise of same. The parties further agree that all significant decisions concerning the Child, including but not limited to his schooling and other activities, shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. The parties further agree that neither of them shall attempt to move the Child's residence away from the Maryland area without the consent of the other, or, in the absence of such consent, without a prior Order of a Maryland Court of competent jurisdiction after notice to the other party and an opportunity by him or her to be heard. Each party shal support the Child directly while the Child is in the care and custody of that party, and Husband agrees to keep the Child covered on his existing medical insurance, or comparable insurance, during Child's minority. All medical and dental expenses not covered by Husband's medical insurance, shall be covered by Husband.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the Child the sum of Forty Dollars ($40.00) per week, until the first to occur of the following events: (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. Beginning with the year in which an absolute divorce is granted, the parties agree that they shall alternate the years in which the dependency deduction is taken on their, individual, income tax returns. The party, not taking the deduction, shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that he, or she, will not claim the Child as a

dependent for that calendar year. The party, not taking the deduction, shall give such executed declaration to the other party upon his, or her, request, on or after January 1 each year for the calendar year just ended, to enable the party, claiming the dependent, to attach it to his, or her income tax return. Husband shall be entitled to the Child as his dependent for the first calendar year, after a joint return is no longer filed. Wife shall have the following yea

5. 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 claim 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, presen and future, for alimony and support, both pendente lite and permanent.

6. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will, provide a fund of not less than Ten Thousand Dollars ($10,000.00) for the Child to be used for the support, maintenance, and education of the Child, in the event of Husband's death. The said fund shall be administered by Wife and CHARLES GREEN, as co-trustees. 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) years. To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinbove assumed.

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 all tangible personal property and hosuehold 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, pension, 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.

NOTWITHSTANDING THE ABOVE, Husband transfers all of his right, title and interest to the 1976 Plymouth Stationwagon to Wife and Wife transfers all of her right, title and interest to the 1980 Monza to Husband.

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 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.

NOTWITHSTANDING THE ABOVE, Wife will continue to make the monthly payments on the Taneytown Bank loan and hold harmless, and indemnify, Husband from any obligation thereon. Wife will also be responsible for payment of the Penn Mar Clinic bill.

NOTWITHSTANDING THE ABOVE, Husband will be responsible for the payment of the outstanding balance on the J. C. Penny bill and the Carroll County Hospital bill arising out of the Child's hospitalization. Husband shall hold Wife harmless from any and all liability for these bills.

9. INCOME TAX RETURNS

The parties shall file joint Federal and State returns for the calendar year 1987, 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 expenses in connection with his own income and deductions.

10. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other 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.

11. 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.

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 party filing the proceeding shall pay all court costs thereof, including any Master's fee.

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 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 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:

Michelle Lynn Strickland — Suzanne Lorraine Kennedy (SEAL)
SUZANNE LORRAINE KENNEDY ("Wife")

[illegible] — Jay F. Kennedy (SEAL)
JAY FRANK KENNEDY ("Husband")

STATE OF MARYLAND: COUNTY OF Carroll : TO WIT:

I HEREBY CERTIFY, that on this 4th day of June, 1987, the above-named SUZANNE LORRAINE KENNEDY, 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.

Michelle Lynn Strickland
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 7th day of May, 1987, the above-named JAY FRANK KENNEDY, 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

JOYCE ANN KING	:	In the
Plaintiff	:	Circuit Court
vs	:	for
WILLIAM GEORGE KING	:	Carroll County
Defendant	:	Case No. CV 5936

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 8th day of August, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Joyce Ann King, be and she is hereby granted an Absolute Divorce from the Defendant, William George King; and

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

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
AUG 8 10 37 AM '88
LARRY E. SEIPLEY
CLERK

MARK LEROY HOSSLER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DEBORAH SUE HOSSLER	*	CARROLL COUNTY
Defendant	*	WESTMINSTER, MARYLAND 21157
	*	CASE NO. CV 5064

****

J U D G M E N T

The above entitled cause having been heard and considered, it is this 5th day of August, 1988, by the Circuit Court for Carroll County:

ADJUDGED, ORDERED and DECREED that MARK LEROY HOSSLER, Plaintiff, be, and he is hereby granted an ABSOLUTE DIVORCE from DEBORAH SUE HOSSLER, Defendant, and it is

ORDERED that each party is hereby denied alimony and cousel fees, and it is

ORDERED that the property settlement agreed upon between the parties, and spread upon the record of these proceedings be, and the same is hereby approved and adopted by this Court, and it is

ORDERED that the total costs of these proceedings be divided equally between the parties..

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD AUG 8 12 39 PM '88 CARROLL HIPPLEY CLERK

DONNA PAUGH	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
HERBERT BLAKE PAUGH	*	CARROLL COUNTY
Defendant	*	Case No. CV 5505

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

JUDGMENT OF ABSOLUTE DIVORCE

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

WHEREUPON IT IS ORDERED this 8th day of August, Nineteen Hundred and Eighty-eight, that the above named Plaintiff, DONNA PAUGH, be and she is hereby granted an Absolute Divorce from the Defendant, HERBERT BLAKE PAUGH; and

It is further ADJUDGED and ORDERED that the Plaintiff, DONNA PAUGH, be and she is hereby granted the restoration of her maiden name, to wit: DONNA SUE ALBRIGHT; and

It is further ORDERED that the costs of these proceedings are waived due to Plaintiff´s indigency.

JUDGE

Recommended and Approved by:

William T. Fitzgerald, Master

RECEIVED IN CIRCUIT COURT CARROLL CO., MD AUG 8 12 39 PM '88 CARROLL HIPPLEY CLERK

DOROTHY ANN GRAY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
CLIFFORD THEODORE GRAY, JR.	*	CARROLL COUNTY
Defendant	*	
	*	CASE NO. CV 5078

****

JUDGMENT OF ABSOLUTE DIVORCE

Upon hearing had and testimony taken and other consideration of the pleadings and exhibits of record and other evi dence, it is this 11TH day of August, 1988, by the Circuit Court for Carroll County

ORDERED, that the Plaintiff, DOROTHY ANN GRAY, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, CLIFFORD THEODORE GRAY, JR., and it is further

ORDERED, that the care, custody and control of the minor children of the parties hereto, namely CINDIE LOUISE GRAY, born July 21, 1971 and KEVIN ROBERT GRAY, born September 10, 1972, be and the same is hereby granted unto the Plaintiff, DOROTHY ANN GRAY, subject to reasonable rights of visitation of the part of the Defendant, CLIFFORD THEODORE GRAY, JR., and it is further

ORDERED, that the provisions of the Marital Settlement Agreement between the parties hereto dated January 28, 1988 and filed among the pleadings of these proceedings be and the same

Filed August 11, 1988

are incorporated herein fully as if set forth herein, and it is further

ORDERED, that the support obligation as set forth above is subject to the further order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payment 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 and Fifty Dollars ($250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

ORDERED, that the Court costs of these proceedings be waived.

Luke K. Burns, Jr.
JUDGE

cc: William O'B. Finch, Jr., Esquire
Clifford Theodore Gray, Jr. c/o
Barry M. Cohen, Esquire
Cohen, Dwin & Garfield, P. A.
4143 Patterson Avenue
Patterson Village Shopping Center
Baltimore, Maryland 21215

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 28th day of February, 1988, by and between DOROTHY ANN GRAY, hereinafter called "Wife", and CLIFFORD THEODORE GRAY, 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 Howard County, Maryland on October 9, 1962.

The parties have been living separate and apart for a considerable period of time prior to the execution of this Agreement. That upon execution of this Marital Settlement Agreement the parties recognize that their separation shall be mutual and voluntary.

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 the date of execution of this Agreement.

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 CUSTOD #1 - 9/9/88

2. CARE AND CUSTODY OF THE MINOR CHILDREN

Five children were born to the parties as a result of their marraige. Only two of the children are minors at the time this Agreement is executed: namely, CINDIE LOUISE GRAY, born July 21, 1971; and KEVIN ROBERT GRAY, born September 10, 1972. The parties agree that Wife shall have the permanent care and custody of the minor children.

3. CHILD SUPPORT

Each party shall be generally charged with the support of the minor children. The parties agree that all medical or dental expenses shall be divided equally between them.

4. VISITATION

Husband shall have full and liberal visitation privileges with the minor children, the exact dates and times of which shall be mutually agreed to by the parties in advance. The Husband agrees to provide Wife with notice of proposed visitation at least 48 hours in advance.

5. OTHER PROPERTY

As a fuel adjustment of the property claims against one another Husband agrees to pay Wife the sum of $4,000.00 (Four Thousand Dollars) on or before January 1, 1989. So long as Husband is not in default of this paragraph the amount owed shall not bear any interest nor prepayment penalties. In the event Husband defaults on the obligation set forth herein Wife shall be entitled to pre and post judgment interest at the judgment rate accounting from the date of default, all reasonable attorney's fees incurred by Wife in her collection efforts and all Court costs related thereto.

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. 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.

6. 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.

7. WAIVER OF ALIMONY

In consideration of the mutual promises set forth in this Agreement and the mutual and voluntary agreement of the parties to live separate and apart, the provisions contained herein for the respective benefits of the parties and other good valuable considerations, Husband and Wife hereby waive any claim against the other for alimony, support or maintenance, for himself or herself, past, present and future, and will make no claim for the same against the other.

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 — DOROTHY ANN GRAY (SEAL)

WITNESS — CLIFFORD THEODORE GRAY, JR. (SEAL)

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

I HEREBY CERTIFY that on this 22nd day of January, 1988, the above-named DOROTHY ANN GRAY, 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

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Baltimore

I HEREBY CERTIFY that on this 28 day of January, 1988, the above-named CLIFFORD THEODORE GRAY, 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 hehas full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/90

NICHOLAS FRENCH TURNER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
PATRICIA IRENE TURNER	:	Carroll County
Defendant	:	Case No. CV 5322

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 11TH day of August, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Nicholas French Turner, be and he is hereby granted an Absolute Divorce from the Defendant, Patricia Irene Turner; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated April 26, 1988 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, Nicholas French Turner, be and he is hereby awarded the guardianship and custody of Matthew Wade Turner, the minor child of the parties hereto, with the right of visitation for Defendant with said child, all as set out in paragraph entitled "Custody of the Minor Child" of said Agreement, all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED AND ORDERED that the Defendant, Patricia Irene Turner, pay direct unto the Plaintiff, Nicholas French Turner,

Filed August 11, 1988

the sum of $125.00 per month toward the support of the minor child of the parties, and that Plaintiff and Defendant shall share any medical, etc. expenses for said child not covered by insurance, pursuant to paragraph entitled "Support and Maintenance of the Minor Child", 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 §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, 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 ORDERED that the Plaintiff pay the costs of these proceedings.

Julie K Bm
Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 26th day of April, 1988, by and between NICHOLAS F. TURNER, hereinafter referred to as "Husband", and PATRICIA I. TURNER, 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 August, 1971, in Redbank, New Jersey;

WHEREAS as a result of the said marriage, there was one (1) child born, namely: MATTHEW WADE TURNER, born January 14, 1979;

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 7th day of January, 1988, 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 premises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent,

DONOVAN, FLOWERS & ASSOCIATES
ATTORNEYS AT LAW
TELEPHONE
201-1000

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 voluntarily separated on the 7th day of January, 1988, 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 CHILD

The Husband shall have the care and custody of the minor child of the parties with the right and privilege to the Wife to visit with said child at such time and place as the parties shall mutually agree upon.

In the event the parties cannot amicably agree upon said visitation rights in a reasonable manner, it is agreed that Wife shall have the right to have the child with her at a minimum of every other weekend from 7:00 p.m. on Friday until 7:00 p.m. on Sunday, provided the Wife has relocated to a new residence that is not in, over or next to an establishment that sells alcoholic beverages, and that same will afford the parties' minor child reasonable and adequate living and sleeping quarters. Further, Wife agrees that until or unless she remarries, that she will not in any capacity cohabit, live with, or sleep with, a person of the opposite sex unrelated to the minor child during periods of visitation with said child. Further, Wife shall have the right to visit with the parties' minor child on Monday and Friday evenings from 5:00 p.m. until 8:00 p.m. unless otherwise agreed by the parties. Subject to thirty (30) days prior notice to Husband, Wife shall have a total of fourteen (14) vacation days with the minor child provided same does not in any way interfere with the childs' school functions or educational pursuits.

In addition to the preceding provisions for visitation, the parties agree that they shall adhere to the following Holiday visitation schedule unless otherwise determined by mutual agreement in writing:

(a) Christmas Eve - Husband shall have child;

(b) Christmas Day - Husband shall have the minor child Christmas morning until 12:00 noon and Wife shall have the child

from 12:00 noon until 7:00 p.m. and will return the child to the Husband at that time;

(c) Mothers' Day - Wife shall have child;

(d) Fathers' Day - Husband shall have child;

(e) Child's Birthday - Parents and child will spend said day together.

Further, the following holidays shall be spent with one parent, beginning with the Husband in 1988, and alternate each year thereafter:

(a) New Years Eve and Day considered one holiday;

(b) Good Friday through Easter Sunday considered one holiday;

(c) Memorial Day Weekend considered one holiday;

(d) Fourth of July considered one holiday;

(e) Labor Day Weekend considered one holiday;

(f) Thanksgiving weekend considered one holiday.

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

Nothing herein contained shall be construed as an obligation or duty on the part of the Wife to accept custody of the child for the time and periods indicated, the intention of the parties being that the Wife's right of visitation shall be entirely optional with her; and, should she desire, she may waive the privilege of visitation on any occasion, for any reason, without waiving her right to future visitations; however, in order to maintain an orderly and smooth relationship between the parties and the child, and further for the convenience of the

Husband, Wife shall notify the Husband twenty four (24) hours in advance of her intention not to exercise any of the visitation periods.

SUPPORT AND MAINTENANCE OF THE MINOR CHILD

The Wife shall pay unto the Husband for support and maintenance of the minor child the sum of One Hundred Twenty Five Dollars ($125.00) per month. Payments for support shall begin with the signing of this Agreement, if not already being made.

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

In addition to the aforesaid support, the Husband shall carry and keep in force health insurance for the minor child. The parties agree that all medical, orthodontal, dental and optical expenses not covered by insurance shall be divided between them with the Husband paying two-thirds (2/3) and the Wife paying one-third (1/3) of the uncovered expense. Both Husband and Wife will maintain life insurance policies with the minor child as beneficiary. Husband and Wife will share equally the cost of life insurance for the son and in the event of son's death, will divide the net proceeds thereof equally among themselves; net proceeds being the money remaining after all debts related to the child are paid.

COLLEGE EDUCATION

The parties agree that each of them shall contribute to the college education of the minor child with the Husband paying sixty six percent (66%) and the Wife paying thirty four percent (34%) of the debt structure. 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 as stated above.

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.

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

WAIVER OF PENSIONS

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneificiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan, including, but not limited to, the right either spouse may have to receive any

benefit in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity, pursuant to any Federal or State law, and each of the parties hereby expressly consents to any election made by the other now or at any time hereafter with respect to the recepient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan or other form of retirement or deferred income plan.

DISPOSITION OF AUTOMOBILES

Husband hereby transfers and assigns unto the Wife, all of his right, title and interest in and to the 1984 Dodge Omni, 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, if any, for said automobile. Wife shall save and hold Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor.

Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1981 Plymouth Arrow, 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, if any, for said automobile. Husband shall save and hold Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor.

DISPOSITION OF REAL PROPERTY

The parties own, as tenants by the entireties, improved premises known as 3323 Augusta Road, Manchester, Maryland 21102 ("the Home"). The Home is subject to the lien of a mortgage.

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 reasonably necessary for the conveyance of such right, title and interest. Husband shall pay to Wife, for Wife's interest in the Home, the total sum of Nine Thousand Dollars ($9,000.00) payable upon the sale of the Home or three (3) years from the date of the Absolute Divorce, whichever shall first occur. 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. 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 Home as his sole and exclusive property, free and clear of any interest of Wife. Except as otherwise stated herein, upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of 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.

INCOME TAX RETURNS

The parties hereto may, by mutual agreement, file joint Federal and State income tax returns for each calendar year for which the parties are entitled to do so. For any year for which the parties file joint tax returns, the parties shall pay all the taxes due on a fifty/fifty (50/50) basis; provided, however, that neither party shall be required to pay any taxes in excess of those which they would be required to pay if they did not file joint tax returns. Each party 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 during all years for which returns are filed. For any year for which the parties file joint tax returns, the parties shall divide equally any refund received.

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.

Notwithstanding anything to the contrary contained herein, in the event of the death of either party before their marriage is terminated by a final Decree of divorce, the survivor of the parties shall succeed to the interest of the deceased party in the marital 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 marital home for so long as the parties remain 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 MD. FAM. LAW CODE ANN. §§ 8-201 to 8-213 (1984, 1986 Cum. Supp.), 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:

Allen Turbaugh — Nicholas F. Turner (SEAL)
NICHOLAS F. TURNER

Allen Turbaugh — Patricia I. Turner (SEAL)
PATRICIA I. TURNER

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 26th day of April, 1988, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, NICHOLAS F. TURNER, 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.

Valerie B. Estep
NOTARY PUBLIC

My commission expires on July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 26th day of April, 1988, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, PATRICIA I. TURNER, 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.

Valerie B. Estep
NOTARY PUBLIC

My commission expires on July 1, 1990

ATTACHMENT "A"

Checking Account #042-92421 and any balance thereof

The sum of Seven Hundred Twenty Six Dollars ($726.00) as her one-half interest in the Savings Account, #126-5920-851

19" Color Television (1987)

Convertible Couch

Fold-a-Way Chair

Self Portrait and Covered Bridge Portrait (upon sale of house)

Cabinet

Ceramic Tiger

Ceramic Eagle

Plant Table and Plant

Brass Lamp

Kitchen Pots, Dishes & Utensils

Chiffarobe (antique)

Dresser & Mirror

Ceramic Mushroom Canisters

Gas Grill

Tall Ship Portrait

Movie Projector

Sewing Machine

Christmas Wreath

Portable Fan

China Set

Lounge Chair

SHELDA ELAINE PRICE	*	No. CV 3367
Plaintiff	*	In The
vs.	*	Circuit Court
JAMES WILLIAM PRICE	*	For
Defendant	*	Carroll County

* *

JUDGMENT OF DIVORCE

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

It is thereupon this 11th day of ~~July~~ August, 1988, by the Circuit Court for Carroll County, ADJUDGED AND ORDERED, that the Plaintiff, Shelda E. Price be and she hereby is granted an Absolute Divorce from the Defendant, James W. Price.

It is further ORDERED, that the Plaintiff, Shelda E. Price, be and she hereby is granted the care and custody of Kara Nicole Price and Zachary James Price, the minor children of the parties, with reasonable rights of visitation to the Defendant as follows: Every other weekend from Friday at 5:00 p.m. until Sunday at 8:00 p.m.; one day per week from 5:00 p.m. until 8:30 p.m.; two, full consecutive weeks during the children's summer school vacation; and alternate holidays beginning July 4, 1988.

It is further ORDERED, that the Defendant, James W. Price, pay directly to the Plaintiff, Shelda E., Price, the sum

Filed August 12 1988

of Three Hundred Dollars ($300.00) per month per child for the maintenance and support of each child. Plaintiff's claim for permanent alimony is denied.

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. The Defendant is required to notify the Court within ten (10) days of any change of address for employment so long as he is obligated to pay child support and/or alimony in accordance with this Judgment of Divorce; and failure to do so 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.

It is further ORDERED that Defendant maintain health and hospital insurance for the benefit of the children until they reach the age of eighteen (18). The parties will share medical expenses (including dental expenses) incurred which are not covered by such health insurance plan on a 50%/50% ratio.

It is further ORDERED, that this is a qualified Domestic Relations Order as defined in the Retirement Equity Act of 1984 as from time to time amended, and in accordance therewith, the pension plan known as the Valley Supply and Equipment Company, Inc. Money Purchase Pension Plan and the profit sharing plan known as the Valley Supply and Equipment Company, Inc. Profit Sharing Plan, are the benefit plans which are subject to this Order. The participant in both the Profit Sharing Plan and the Money Purchase Pension Plan, is the Defendant, James W. Price,

who presently resides at 300 Robins Way, Apt. 2D, Westminster, Maryland 21157. The Alternate Payee is the Plaintiff, Shelda Elaine Price, who presently resides at 726 Holliday Lane, Westminster, Maryland 21157. The Plaintiff/Alternate Payee's interest in said pension is hereby declared to be Three Thousand, Six Hundred, Fifty-Two Dollars, and Six Cents ($3,652.06 or $11,066.85 x 1/3). The Plaintiff/Alternate Payee's interest in said profit sharing plan is hereby declared to be Thirteen Thousand, Seven Hundred, Sixty-Five Dollars, and Forty-One Cents ($13,765.41 or $41,713.37 x 1/3). The Alternate Payee's interests in the pension plan and profit sharing plan shall be segregated in accordance with the terms and conditions of the plan and the sums set forth above, together with any and all income, accumulations, dividends and/or interest earned thereon shall be paid to the Alternate Payee in accordance with the terms and conditions of the pension plan and profit sharing plan, respectively.

It is further ORDERED, that the Plaintiff is hereby granted use and possession of the family home known as 726 Holliday Lane, Westminster, Maryland 21157, family use personal property contained therein as set forth on Plaintiff's Exhibit 6 to these proceedings, and a 1985 Cougar automobile for a period of three (3) years from the date of this Order. At the expiration of said three (3) year period, Plaintiff shall return the 1985 Cougar automobile to Husband. The family use personal property may be divided between the parties in kind if they are

able to agree to such division. In the event that the parties are unable to agree to a division of the family use personal property in kind within thirty (30) days from the expiration of three (3) years from the date of this Order, said property shall be sold at public auction, with the net proceeds therefrom divided equally between the parties. At the expiration of the three (3) year use and possession period, the family home at 726 Holliday Lane, shall be sold. If the parties are unable to agree upon the method and manner of sale within fifteen (15) days from the expiration of the three (3) year use and possession period, the property shall be sold at public auction in lieu of partition. Gabriel J. Poggi, Esquire, and Thomas E. Webb, Esquire, are hereby appointed Trustees to make sale of the subject property. Said Trustees shall file with the Clerk of this Court, a Bond in the principal sum of One Hundred Thousand Dollars ($100,000.00) conditioned on the faithful performance of the trust reposed in them by this Judgment.

The Trustees shall make the sale of the subject property pursuant to Subtitle BR of the Maryland Rules of Procedure as amended from time to time, and to that end they shall give notice by advertisement in a newspaper published in Carroll County at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, of the time, place and terms of the sale, which shall be cash, a deposit of Ten Thousand Dollars

($10,000.00) at time of sale, balance in cash ten (10) days following ratification of sale by this Court, the credit payment to bear interest at the rate of twelve percent (12%) from the date of sale, and as soon as may be convenient after any such sale or sales, the Trustees shall return to this Court a full and particular report of the sale with an Affidavit annexed of the truth thereof and of the fairness of the sale; and on obtaining this Court's ratification of the sale; and on payment of the whole purchase money, the Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers the subject property free and clear and discharged from all claims of the parties hereto; and the Trustees shall make distribution of the money arising from said sale under the direction of this Court, after deducting the fees of the Commissioners previously appointed herein, the costs of sale and such commissions to the Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which the Trustees have discharged their trust.

It is further ORDERED that Defendant pay the monthly mortgage payment on the family home for the duration of the use and possession order.

It is further ORDERED that Plaintiff is hereby granted judgment against the Defendant in the amount of Thirty-Five Hundred Dollars ($3,500.00) as and for a contribution to her attorney's fees incurred in connection with this matter.

It is further ORDERED that the coin collection disputed in these proceedings be and is deemed non-marital, is owned by Defendant solely and is to be returned to him.

It is further ORDERED that the Defendant, James W. Price, pay the costs of these proceedings.

Judge

BENITA L. HARMON	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM EUGENE HARMON	*	CARROLL COUNTY
Defendant	*	Case No. CV5367

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

ORDER

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

WHEREUPON, IT IS this 11th day of August, 1988, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, BENITA L. HARMON, be, and she is hereby, granted an Absolute Divorce from the Defendant, WILLIAM EUGENE HARMON; and it is further

ORDERED that the Plaintiff, Benita L. Harmon, shall be granted the permanent care and custody of the minor children of the parties; namely, William Benjamin Harmon, born December 10, 1981; Renea Lynn Harmon, born October 7, 1983; and Melissa Marie Harmon, born January 1, 1986, with reasonable rights of visitation granted unto the Defendant, William Eugene Harmon; and it is further

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
AUG 12 11 03 AM '88
LAURA A. SHIPLEY
CLERK

ORDERED that the Defendant, William Eugene Harmon, shall pay unto the Plaintiff, Benita L. Harmon, the amount of Twenty-five Dollars ($25.00) per week per child, or a total of Seventy-five Dollars ($75.00) per week, as child support for the parties' three minor children, with all such payments to be made through the Carroll County Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that if the Defendant accumulates support payment 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 Defendant shall pay the costs of this proceeding as taxed by the Clerk of the Court.

JUDGE

ANNE W. DE MARIO	:	In the
Plaintiff	:	Circuit Court
vs	:	for
STEVEN V. DE MARIO	:	Carroll County
Defendant	:	Case No. CV 5653

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 11th day of August, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Anne W. DeMario, be and she is hereby granted an Absolute Divorce from the Defendant, Steven V. DeMario; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated April 11, 1988 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, Anne W. DeMario, and the Defendant, Steven V. DeMario, be and they are hereby awarded the joint guardianship and custody of Cara Anne DeMario and Michael Steven DeMario, the minor children of the parties, with physical custody of said children alternating between the parties from time to time, the party having physical custody supporting the children and the other party having liberal visitation privileges, all as set out in paragraph "Joint Custody" of said Agreement, subject to the further Order of this Court; and

Filed August 12 1988

It is further ORDERED that both Plaintiff and Defendant be and they are hereby charged generally for the support of the minor children of the parties, subject to the further Order of this Court; and

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

Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 11th day of April, 1988, by and between STEVEN V. DEMARIO, hereinafter referred to as "Husband", and ANNE W. DEMARIO, 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 5th day of October, 1979, in the State of Maryland, County of Carroll.

WHEREAS as a result of the said marriage, there were two (2) children born, namely: CARA ANNE DEMARIO, born March 12, 1980, and MICHAEL STEVEN DEMARIO, born October 29, 1981.

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 31st day of October, 1984, 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,

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 voluntarily separated on the 31st day of October, 1984, 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.

JOINT CUSTODY

The parties have agreed that the children shall be in their joint custody, and shall divide their time equally between the parties. At the present time, the parties have effectuated, and have in force, a working agreement concerning the childrens' residence and visitation and hereby agree to keep same in effect so long as said arrangement remains in the best interest of the children. In the event it is determined that the aforesaid residence and visitation agreement is no longer in the best interest of the children, the parties hereto mutually agree that they will immediately modify said arrangement by amending, in writing, the instant provision of this Agreement. The parties further agree that all significant decisions concerning the children, including but not limited to the health, education and welfare shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. The parties further agree that neither of them shall attempt to move the childrens' residence away from the area without the consent of the other; or, in the absence of such consent, without a prior Order of a Maryland Court of competent jurisdiction after notice to the other party, and an opportunity by him or her to be heard. Each party shall support the children directly while the children are in the care and custody of that party, and Husband agrees to keep the children covered on his existing medical insurance for so long as the same is available to him through his employment. 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 child reaches the age of eighteen (18), marries, becomes self supporting, enters the military service or upon the death of the

minor child, the Husband, or the Wife, whichever event shall first occur.

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 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.

WAIVER OF PENSIONS

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan, including, but

not limited to, the right either spouse may have to receive any benefit in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity, pursuant to any State of Federal law, and each of the parties hereby expressly consents to any election made by the other now or at any time hereafter with respect to the recepient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan or other form of retirement or deferred income plan.

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.

INCOME TAX RETURNS

The parties hereto may, by mutual agreement, file joint Federal and State income tax returns for each calendar year for which the parties are 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, any balances and/or refunds; provided, however, that Wife shall not be required to pay any taxes in excess of those which she would be required to pay if she did not file joint tax returns. Each party 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 during all years for which returns are filed.

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 MD. FAM. LAW CODE ANN. §§ 8-201 to 8-213 (1984, 1986 Cum. Supp.), 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:

Florence E. Smith — Steven V. DeMario (SEAL)
STEVEN V. DEMARIO

Lisa Puckett — Anne W. DeMario (SEAL)
ANNE W. DEMARIO

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 6TH day of APRIL, 1988, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, STEVEN V. DEMARIO, 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 11th day of April, 1988, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, ANNE W. DEMARIO, 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

RICHARD B. WAGNER	*	No. CV 3946
Plaintiff	*	In The
vs.	*	Circuit Court
ROBIN L. WAGNER	*	For
Defendant	*	Carroll County

* *

J U D G M E N T

Testimony having been taken in open court, it is this 10th day of August, 1988, ORDERED, ADJUDGED, AND DECREED, by the Circuit Court for Carroll County, that Plaintiff, RICHARD B. WAGNER, is granted a divorce a vinculo matrimonii from the Defendant, ROBIN L. WAGNER; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff is granted the care and custody of Kristopher Wagner, and the Defendant is granted the care and custody of Erika Wagner; and that both parties are charged generally with the support of both children; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that each party will have reasonable rights of visitation with the child in the other party's custody, with the intention of maximizing the amount of time that the children would spend with each other, said visitation to include, but not be limited to, every other weekend from Friday at 4:00 p.m. (at the time the parties get off work) until Sunday at 6:00 p.m.; and

filed Aug. 19, 1988

It is FURTHER ORDERED, ADJUDGED, AND DECREED that both children will be together each major holiday, with the parties alternating said major holidays and switching said holidays every other year, and with said major holidays consisting of New Year's, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, as well as the birthdays of the minor children; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff shall have visitation with the child not in his custody on his birthday, as well as Father's Day, and the Defendant shall have visitation with the child not in her custody on her birthday and Mother's Day; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that holidays and birthdays shall take precedence over weekends for purposes of visitation; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall have a total of two (2) two-week periods of visitation with the child in the other party's custody during the summer; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that the parties shall give each other a minimum of thirty (30) days' notice as to when said summer visitation will be exercised; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that each party waives any claim on the other's retirement plan; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that the former marital residence located at 2454 Bowersox Road, New Windsor, Maryland 21776, will be sold; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff is granted a Judgment in the amount of THREE THOUSAND FIFTEEN DOLLARS AND FIFTY CENTS ($3,015.50), representing one-half (1/2) of the payments made on the mortgage, insurance and real estate taxes on the property located at 2454 Bowersox Road, New Windsor, Maryland 21776, from October 1, 1987, through the date of the hearing in the above-captioned case; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff is granted a Judgment in the amount of TWO THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS ($2,770.00), representing a monetary award as an adjustment of the rights and equities of the parties in and to marital property; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that both parties are denied alimony and attorney's fees; and

It is FURTHER ORDERED, ADJUDGED, AND DECREED that all open costs shall be divided equally between the parties;

All subject to the further order of this Court.

Judge

THERESA HELEN ABBEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
THEODORE LEE ABBEY	:	Carroll County
Defendant	:	Case No. CV 5385

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 August, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Theresa Helen Abbey, be and she is hereby granted an Absolute Divorce from the Defendant,Theodore Lee Abbey; and

It is further ORDERED that the Stipulation and Consent, dated March 29, 1988, of Theodore Lee Abbey, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the name of the Plaintiff, Theresa Helen Abbey, be and the same is hereby changed to Theresa Helen Rogers, her maiden name before her marriage to the Defendant, Theodore Lee Abbey; and

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

Rula K. Burns Jr.
Judge

filed August 23, 1988

THERESA HELEN ABBEY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
THEODORE LEE ABBEY	*	CARROLL COUNTY
Defendant	*	Case No. CV 5385

* * * * *

STIPULATION AND CONSENT

The undersigned, THEODORE LEE ABBEY, hereinafter called "Defendant," a party to the above-entitled case, hereby stipulates, covenants and agrees as follows:

1. The Defendant agrees to assume and become solely liable for the outstanding indebtedness to Circuit City and to hold harmless and indemnify the Plaintiff, THERESA HELEN ABBEY, against any and all liability in connection with any account or bill at Circuit City.

2. Defendant understands that this Stipulation and Consent is intended to be incorporated into any Final Decree or Order of Court for Divorce and hereby further consents to its incorporation into any such Final Decree or Order for Divorce.

AS WITNESS my hand and seal hereto this 29TH day of March, 1988.

WITNESS:

Theodore L. Abbey
THEODORE LEE ABBEY

EXHIBIT No. 1

STATE OF MARYLAND, COUNTY OF CARROLL

I HEREBY CERTIFY that on this 29th day of March, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THEODORE LEE ABBEY, who made oath in due form of law that the matters and facts contained in the aforegoing Stipulation and Consent are true and correct as therein stated to the best of his knowledge, information and belief, and that he signed the aforegoing Stipulation and Consent voluntarily and of his own free will.

As witness my hand and notarial seal the day and year last hereinbefore written.

Ruby M Rainey
NOTARY PUBLIC

My commission expires: July 1, 1990

DONNA SCHAUFELE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
HENRY K. SCHAUFELE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5442

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 August, 1988, that the Plaintiff, DONNA SCHAUFELE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, HENRY K. SCHAUFELE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated July 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.

JUDGE

filed August 19, 1988

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this 29th day of July, 1987, by and between DONNA SCHAUFELE, (hereinafter referred to as "Wife"), and HENRY K. SCHAUFELE, (hereinafter referred to as "Husband").

EXPLANATORY STATEMENT

The parties hereto were married by a religious ceremony on December 17, 1983, in Baltimore County, State of Maryland. No children were born as a result of this marriage. That differences have arisen between the parties, and they are now and have been, since February 1, 1987, living separate and apart from one another, voluntarily and by mutual consent and 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, child support, alimony, counsel fees and their respective rights in the property or the estate of the other, and in property owned by them jointly, and in marital property, and all other matters of every kind and character, arising from their marital relationship.

NOW, THEREFORE, in consideration of their 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 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

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Pl #1 4/2/88

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. RIGHTS INCIDENT TO MARRIAGE RELATION

a. Rights Generally and as to 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, 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. Each of the parties releases any and 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, 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 may be, free from any rights of inheritance, title or claim in the other party as if the parties at such time were unmarried.

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b. Marital property

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 interest arising under the Marital Property Act, Md. Cts. & Jud. Proc. Code Ann., Section 3-6A-01 et. seq., including but not limited to any claim to use and possession of family use personal, family home, 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. 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, both parties release and discharge 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.

3. AUTOMOBILES

The parties mutually agree that the Husband shall transfer all of his right, title and interest to the Wife, as her sole and separate property, the 1984 Honda Accord, and the Wife agrees to pay any and all obligations and/or loan balances that may be currently outstanding on said vehicle, and agrees to indemnify and hold the Husband harmless against any obligation or liability therefor.

The parties further agree that the Wife shall hereby waive any right, title, or interest which she may now have or later acquire in the 1987 Chevy Sprint, in which the Husband has a partial interest.

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The Wife hereby agrees to transfer to the Husband all of her right, title and interest to the 1977 Pontiac Sunbird.

4. REAL PROPERTY

The Husband shall, by such documents, as may be necessary, convey unto the Wife all of his right, title and interest in and to the home property now own by them as tenants by the entireties in fee simple, and known as 3221 Hoopers Delight Road, New Windsor, Maryland 21776. The Wife shall assume and pay, in accordance with its terms, the existing mortgage and she shall indemnify and hold Husband harmless from any and all liability in connection with said mortgage. The Husband further agrees to transfer to the Wife all of his right, title and interest by executing a deed, and the Wife alternately agrees to pay for the recording of same.

5. DEBTS

The Husband agrees to be responsible for and to hold the Wife harmless in connection with the debt to Social Security Credit Union Account in the amount of $1,250.00, and shall indemnify the Wife against any obligation or liability arising therefrom.

Except as provided herein, each party shall assume all other 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 therefore. From 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

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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.

6. PERSONAL PROPERTY

The Wife shall retain, as her sole personal property all of the household furnishings and effects of every nature and description now in her possession and, likewise, the Husband shall obtain as his sole personal property, all of the household furnishings and effects of every nature and description now in his possession.

7. COUNSEL FEES: COURT COST

The parties do hereby mutually agree to divide equally all of the costs incurred in connection with their separation and divorce, including but not limited to the preparation of the voluntary separation and property settlement agreement, the cost of filing suit, Master's fee, and all other fees which may be incurred by the parties in obtaining an divorce.

8. STATE OF INTERPRETATION

This agreement shall be interpreted in accordance with the laws of the State of Maryland.

9. MISCELLANEOUS

a. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonable and necessary to effectuate the purposes of this agreement.

b. 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

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be incorporated in but not merged with said decree of divorce. In the event the Court shall fail or decline to incorporate this agreement, or provision or part thereof, in said decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

c. The parties mutually agree and affirm 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, and that each party was given full opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this agreement, and has been fully advised that no counsel could represent both parties in any type of an agreement or any type of a legal matter where there was a possible conflict of interest, and with full knowledge and with the detailed explanation of this, each party has entered into this agreement of his or her own independent selection and with full knowledge of the extenuating value and character of all property involved, and without any misrepresentation, fraud, duress, or coercion on the part of the other, and freely and voluntarily for the purpose and with the intent of fully settling and determining all of the respective rights, obligations and properties of the parties hereto.

d. This Agreement contains the entire understanding between the parties. No modification or waiver of any of these terms shall be valid unless made in writing, and signed by the parties. Failure to enforce any of the provisions of this agreement shall not be construed as a waiver.

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e. As to the covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns, and the parties hereto specifically intend that the present document be executed as an instrument under seal.

f. The parties hereto agree that the terms of this agreement shall not be subject to future modification by any Court.

g. The disposition of real and personal property hereunder is intended by the parties to be divisions of the parties' assets and is not intended to be construed as a transfer of assets as contemplated by the Internal Revenue Code and Regulations.

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

WITNESS:

Raymond E. Pryor — Donna Schaufele (SEAL)
DONNA SCHAUFELE

_____ — Henry K. Schaufele (SEAL)
HENRY K. SCHAUFELE

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RICHARD LEE BYRD	:	In the
Plaintiff	:	Circuit Court
vs	:	for
VIRGINIA LEE BYRD	:	Carroll County
Defendant	:	Case No. CV 5935

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 August, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Richard Lee Byrd, be and he is hereby granted an Absolute Divorce from the Defendant, Virginia Lee Byrd; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated June 3, 1983 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the outstanding State income tax bill of $536.43 for the year 1983; Federal income tax bill of $1,391.48 for the year 1983; and one-half of the Investors Loan account of $2,938.06, which is $1,469.03; and

It is further ORDERED that the matter of alimony for Defendant be and it is hereby reserved for future determination; and

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

Luke K. Burns
Judge

Filed August 23, 1988

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 3 day of June, 1983 by and between Virginia Lee Byrd ("Wife"), and Richard Lee Byrd ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 16, 1965, in Alexandria, Virginia. Three children were born to them as a result of their marriage, namely, Cheryl Lynn, born February 18, 1966, Margaret Virginia, born August 4, 1968, and Julianne Rae, born May 28, 1970, hereinafter referred to as "Children." As of the date of this Agreement, the parties have mutually agreed voluntarily to live separate and apart, in separate places of abode, without any cohabitation, for the express and intent purpose of terminating 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, 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. 2

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.

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 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 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 Marital Property Act, Courts and Judicial Proceedings

Article, §3-6A-01, 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 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.

2. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places.

3. CHILD SUPPORT

Husband shall pay directly to Wife, for the support and maintenance of the three minor children of the parties, 40% of his net weekly or other periodic earnings, said sum to be re-negotiated at the time Cheryl Lynn reaches the age of eighteen (18) years. So long as husband complies with the provisions of this paragraph, he shall have the right to claim Cheryl Lynn as a dependent on his income tax return, and wife shall have the right to claim Margaret Virginia and Julianne Rae as dependents.

3B. COLLEGE EDUCATION OF CHILD

Husband shall contribute to the college education of each Child who attends college, to the extent of his financial ability to do so at that time.

4. ALIMONY AND SUPPORT

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.

5. 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, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other. Husband agrees that the 1968 Lincoln automobile

received by him as a gift from his father shall be titled solely in the name of Virginia Lee Byrd.

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, except that wife agrees to pay the following debts provided that husband gives her twenty-five dollars ($25.00) per month to pay for such debts until such balances are paid off:

Korvettes - 0102-010-6124

NAC/Citicorp - 5102-039-5474

Wilhelm Oil

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

7. INCOME TAX RETURNS

The parties agree that (a) they will file joint Federal and State income tax returns for the years 1982 and 1983, (b) Husband will pay any additional Federal, State and local taxes due

thereon, (c) Husband will save and hold Wife harmless of and from all claims for taxes, interest, additions to taxes, penalties, and expenses in connection with such returns, and (d) any refund will be divided equally between the parties.

8. MUTUAL RELEASE AND HOLD HARMLESS

Subect 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 in accordance with this Agreement.

9. GROUNDS FOR DIVORCE

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for divorce a vinculo matrimonii or a mensa et thoro for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any such

grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained here shall prohibit or restrict either of the parties from obtaining a divorce on grounds of voluntary separation or statutory living apart for the requisite period.

10. 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, Courts and Judicial Proceedings Article, §3-6A-01 et seq., Annotated Code 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; and any claim to marital property if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said Decree of Divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the

parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all 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.

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

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

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

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

WITNESS:

Kathleen F. Warner — Virginia Lee Byrd (SEAL)
Virginia Lee Byrd

Mary Lee Conaway — Richard Lee Byrd (SEAL)
Richard Lee Byrd

STATE OF MARYLAND: CITY OF BALTIMORE: to wit:

I HEREBY CERTIFY, that on this 2 day of JUNE, 1983, the above-named Virginia Lee Byrd, 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.

James Conaway
Notary Public

My commission expires:

7-1-84

STATE OF MARYLAND: CITY OF BALTIMORE: to wit:

I HEREBY CERTIFY, that on this 3 day of June, 1983, the above-named Richard Lee Byrd, 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.

Mary Lee Conaway
Notary Public

My commission expires:

MARY LEE CONAWAY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

ELIZABETH McIVER MORRIS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL WESLEY MORRIS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5498

O R D E R

Upon the foregoing case having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 23RD day of August, 1988, that the marriage between the Plaintiff, ELIZABETH McIVER MORRIS, and the Defendant, MICHAEL WESLEY MORRIS, on September 14, 1987 in the Commonwealth of Virginia be and the same is hereby ANNULLED; and

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

Luke K. Burns Jr.
JUDGE

filed August 23, 1988

THOMAS J. ROGERS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARY E. ROGERS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3879

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, 1988, that the Plaintiff, THOMAS J. ROGERS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARY E. ROGERS; and

IT IS FURTHER ORDERED, that the guardianship and physical custody of the minor child of the parties, namely, THOMAS J. ROGERS, JR. (born October 16, 1983) be and the same is hereby declared to be joint with the primary residence being with the Defendant 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 Forty Dollars ($40.00) per week, which payments are 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 August 25, 1988

(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 March 21, 1988 and the Addendum thereto dated August 5, 1988 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

CV 3829
Exhibit 1

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 21st day of March, 1988, by and between MARY ELISABETH ROGERS, hereinafter called "Wife", and THOMAS JAMES ROGERS, 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 Hawkins County, Tennessee on January 5, 1982.

The parties have been living separate and apart since January 12, 1987. That upon the execution of this Marital Settlement Agreement, the parties recognize that their separation shall become voluntary. Thereafter the parties shall 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 as of the date of this Agreement, and to fix their respective rights with regard to custody, the support of themselves and the minor child, 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. The physical separation having commenced on January 12, 1987 and the voluntary nature of the separation having commenced upon the date of execution of this Agreement by the parties.

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.

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2. CHILD CUSTODY

The parties agree that Wife shall retain the physical care and custody of their minor child, THOMAS JAMES ROGERS, JR., born October 16, 1983.

3. CHILD SUPPORT AND VISITATION

Accounting from September 6, 1987, Husband shall pay directly unto Wife the sum of Forty Dollars ($40.00) per week as child support.

Wife agrees that so long as Husband continues to so support the minor child, he may claim the dependency exemption for the child on his Federal and State income tax returns. Wife agrees that she will provide Husband for each applicable year a written declaration waiving her claim to the child's dependency exemption. The declaration shall be provided on IRS Form 8332 or in such other writings as conform to regulations issued pursuant to Internal Revenue Code, Section 152(e), as promulgated from time to time.

Husband shall be entitled to full and reasonable visitation with the minor child to include: overnight visitation every other weekend beginning Saturday morning till Sunday evening; alternating Federal holidays and the child's birthday; splitting Christmas day between the parties each year; and Father's Day with Husband and Mother's Day with Wife each year. The parties shall schedule the exact times for visitation between themselves and shall keep each other informed of their current address and phone number at all times.

4. PERSONAL PROPERTY

The parties heretofore divided their personal property (including any automobiles) to their mutual satisfaction. Each party shall be entitled to the property in their present physical possession. 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.

5. 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.

6. WAIVER OF ALIMONY

Each party does hereby release and discharge the other from any and all obligations of spousal support, it being the intention of each party to waive, release and surrender any present or future claim each may have against the other for alimony, support and maintenance.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. APPLICABLE LAW

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

15. 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.

William O'B. Finch Jr.	Thomas J. Rogers Sr. (SEAL)
WITNESS	THOMAS JAMES ROGERS
Thomas J. Lee	Mary E. Rogers (SEAL)
WITNESS	MARY ELISABETH ROGERS

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

I HEREBY CERTIFY that on this 20th day of November 198[illegible] the above-named THOMAS JAMES ROGERS, 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 WILLIAM O'BRIEN FINCH, JR. CARROLL CO., MD.

William O'B. Finch Jr.
Notary Public
My Commission Expires: 7/1/90

STATE OF ~~TENNESSEE~~ Maryland)
) TO WIT:
COUNTY OF Carroll)

I HEREBY CERTIFY that on this 21st day of March, 1988, the above-named MARY ELISABETH ROGERS, 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.

THOMAS J. LEE NOTARY PUBLIC CARROLL CO., MD

Thomas J. Lee
Notary Public
My Commission Expires: 7/1/90

ROSA RESTO-GONZALEZ	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WALTER MALDANADO NAVARRO	*	CARROLL COUNTY
Defendant	*	CASE NO. CV4153

* *

JUDGMENT OF ABSOLUTE DIVORCE

THE COURT having considered the pleadings of record in this matter, together with a hearing before one of the standing Masters of this Court on May 31, 1988, and other matters of record, it is, therefore, this 25th day of ~~June~~ August, 1988, by the Circuit Court for Carroll County:

ORDERED, that the Plaintiff, Rosa Resto-Gonzalez, be and is hereby awarded a Judgment of Absolute Divorce from the Defendant, Walter Maldanado Navarro; and it is further

ORDERED, that the care, custody and control of the two (2) minor children born as a result of this marriage, namely Joann Maldanado, born August 15, 1978, and Aram Maldanado, born September 25, 1981, be and the same is hereby granted unto the Plaintiff, Rosa Resto-Gonzalez, subject to reasonable rights of visitation on the part of the Defandant, Walter Maldanado Navarro; and it is further

ORDERED, that the issue of child support payable from the Defendant to the Plaintiff be reserved for future determination by the Court; and it is further

Filed August 25, 1988

ORDERED, that the Plaintiff shall pay the costs of these proceedings.

Ruth K. Burns
JUDGE

Recommended for submission:

William T. Fitzgerald
William T. Fitzgerald, Master

DAVID SCOTT ABELL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DIANN LU ABELL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5115

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~~ August, 1988, that the Plaintiff, DAVID SCOTT ABELL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DIANN LU ABELL; and

IT IS FURTHER ORDERED, that the Order of this Court dated March 29, 1985 granting the Plaintiff custody of the minor child of the parties is hereby incorporated as though fully set forth herein; and.

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

Ruth K. Burns
JUDGE

Filed August 25 1988

DAVID SCOTT ABELL	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DIANN L. ABELL	*	CARROLL COUNTY
Defendant	*	Case No. CV 0225

* *

CONSENT ORDER

The parties hereto having reached agreement on the issues raised in the above case of the permanent care and custody and visitation of Amy Loretta Abell their infant daughter, and it appearing to be in the interests of justice and in the best interests of Amy Loretta Abell, and upon the consent of the Plaintiff and the Defendant herein, it is this 29TH day of March, 1985, by the Circuit Court for Carroll County, ORDERED that the above named Plaintiff, David Scott Abell, be and he is hereby awarded the permanent guardianship and custody of Amy Loretta Abell, the minor child of the parties hereto with the right unto the Defendant, Diann L. Abell, to visit with said child at the following times;

(A) Every other weekend from Friday evening until Sunday evening commencing with the weekend of March 22, 1985;

(B) Alternate holidays as established and observed by the State of Maryland; and split Time on the child's birthday;

(C) Mother's Day;

(D) One week during the month of June, one week during the month of July and one week during the month of August of each year;

AND IT IS FURTHER ORDERED that each of the parties hereto, shall be generally liable for the support and maintenance of the said, Amy Loretta Abell;

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

Pltf 4/7/86

Filed March 29, 1985

AND IT IS FURTHER ORDERED that each of the parties hereto shall consult with the other concerning the major decisions to be made for and on behalf of Amy Loretta Abell, including but not limited to her education and health;

AND IT IS FURTHER ORDERED that the Defendant shall not permit the said child to be in the company of her step-father, Ron Argentah, so long as she is living at his residence, all subject to the continuing jurisdiction and further order of this Court;

AND IT IS FURTHER ORDERED that the Plaintiff shall pay the costs of this proceeding as taxed by the Clerk of Court.

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

Approved as to Form

William R. MacDonald

Stephen P. Bourexis

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a full and true copy of the Consent Order as taken from the original filed in Civil Number CV0225 in the Circuit Court for Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County this 7th day of June, 1988,

Larry W. Shipley
Larry W. Shipley, Clerk of the
Circuit Court for Carroll County

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

MILDRED M. BOYER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
GEORGE L. BOYER, JR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5128

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, 1988, that the Plaintiff, MILDRED M. BOYER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GEORGE L. BOYER, JR.; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, TONY LEE BOYER, (born March 4, 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 Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Thirty Dollars ($30.00) 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 August 25, 1988

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.

JUDGE

TERRY POWELL EDWARDS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
GARY BERNHARD EDWARDS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5222

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 24th day of August, 1988, that the Plaintiff, TERRY POWELL EDWARDS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GARY BERNHARD EDWARDS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, ALICIA RAY POWELL (born July 23, 1987) be and the same is hereby awarded to the Plaintiff; and

IT IS FURTHER ORDERED, that the Defendant be and he is hereby charged generally with the support of said minor child; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, TERRY MARIE POWELL; and

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

Luke K. Burns
JUDGE

Filed August 25, 1988

CHARLES MERWYN PALMER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KIMBERLY ANN GAILEY-PALMER	:	Carroll County
Defendant	:	Case No. CV 5309

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-eight, that the above-named Plaintiff, Charles Merwyn Palmer, be and he is hereby granted an Absolute Divorce from the Defendant, Kimberly Ann Gailey-Palmer; and

It is further ADJUDGED and ORDERED that the Defendant, Kimberly Ann Gailey-Palmer, be adn she is hereby awarded the guardianship and custody of Alison Justine Palmer, 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 Separation and Property Settlement Agreement by and between the parties hereto, dated February 3, 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 pay direct unto the Defendant the sum of $75.00 per week toward the support of the minor child of the parties and maintain health insurance for said minor child and pay all medical expenses not covered by insurance, as set out in said Agreement; and that

Filed August 25, 1988

Plaintiff shall have the right of visitation with said minor child pursuant to paragraph 11 of the Agreement; 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 Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, §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 a 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.

Ruth K. Burns
Judge

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 3rd day of February, 1986, by and between Kimberly Gailey Palmer, hereinafter referred to as "WIFE" and Charles M. Palmer, hereinafter referred to as "HUSBAND".

WHEREAS, the parties hereto were married to one another on the 15th day of July, 1983 by a religious ceremony in Carroll County, Maryland; and

WHEREAS, one child was born to them as a result of this marriage, namely, Alison Justine Palmer, born April 20, 1985; and

WHEREAS, differences have arisen between the parties and they are now and have been since May 28, 1985 living separate and apart from one another, voluntarily, and by mutual consent in separate places of abodes, without co-habitation 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 to settle all questions of maintenance, support, alimony, counsel fees and 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 in all other matters of every kind and character arising from their marital relationship.

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

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

2. Neither of the parties shall interfere with or molest the

Pl. Exhibit No. 1

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

3. In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefits of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony support or maintenance, whether past, present or future. This waiver provision shall not be subject to modification by any Court. The parties expressly waive their rights ever hereafter to have any Court change or make a different provision for the alimony, support and maintenance of the parties, and they agree that under no circumstance whatsoever shall either of them hereafter apply to any Court for a modification of the terms of this provision.

4. In the event the parties mutually agree to file State and Federal tax returns on a joint basis, for any year in which they are entitled to do so, each party shall be responsible for any tax liability in the same ratio as his or her gross income bears to the joint gross income of the parties. Any tax refund shall be shared by the parties in the same ratio as his or her gross income bears to the joint gross income of the parties.

5. Husband hereby agrees that he will pay unto the wife the sum of $150.00 as contribution toward the preparation of this document and related documents incident thereto. Wife and husband mutually agree to hold the other harmless for any further counsel fees in connection with any matter or

thing whatsoever. except for the rights, which each of the parties hereby respectfully reserve, 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 the rights, title, interest and claims 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 rights, title, claim or interest, direct or indirect any rights of dower, statutory third, halves or legal shares and widow's or widower's right, 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.

6. 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 own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this Agreement.

7. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be in-

stituted, 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, and this Agreement shall not merge into any decree.

8. The parties own as tenants by the entireties, in fee simple the property known as 1002 Scarlet Oak Court, Unit 3D, Hamstead, Maryland 21074, which is currently being occupied as a dwelling by the wife and the minor child. The husband hereby agrees to transfer unto the wife all of his right, title and interest in the said property and to execute any and all deeds, titles, and/or other writings required to effectuate the transfer of the aforesaid property into the wife's name only. Wife agrees to be responsible for all payments on said property, including but not limited to repairs, maintenance, utilities, mortgage payment, taxes, insurance, etc. Wife further agrees to hold husband harmless from any claim for her failure to make such payment, including any and all expenses and costs arising out of the property as aforesaid.

9. Wife hereby agrees to relinquish any rights and interest she now has in one 1978 Chrysler automobile and she further agrees to execute any documents necessary to allow the husband to reduce ownership to his name only.

The Husband agrees that in consideration of the wife assigning her interest in the automobile the husband will be responsible for any and all cost and expenses incident to the vehicle including any lien or encumberances affecting same. Husband further agrees to hold the wife harmless from any claim for his failure to make such payment or satisfy such lien.

10. Husband hereby agrees to relinquish any rights and interest he now has in one 1976 Plymouth automobile and he further agrees to execute any documents necessary to allow the wife to reduce ownership to her name only. The wife agrees that in consideration of the husband assigning his interest in the automobile the wife will be responsible for any and all cost and expenses incident to the vehicle including any lien or encumbrance affecting same. Wife further agrees to hold the husband harmless from any claim for her failure to make such payment or satisfy such lien.

11. Wife shall have the permanent care and custody of the minor child of the parties, with the right and privilege unto husband to visit with and be visited by the child at all reasonable times. 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 child. Wife shall cooperate to the fullest extent possible to effectuate this intent. Provided however, that exercise of the visitation privileges by the husband shall not conflict nor interfere with the school schedule, nor bona fide plans previously made for the child's activities, and all such visitation shall be exercised with due regard for the health and general welfare of said child. The husband's visitation rights shall be each Saturday and Sunday of every other week for the period from 11:00 A.M. until 4:00 P.M. Such weekend visitation rights shall become effective beginning with the date of this Agreement.

12. Husband shall pay unto the Wife the sum of Seventy-five Dollars per week in the form of child support for the minor child of the parties. Wife covenants she will not seek an increase in said amount of child support for two (2) years dating from May 28, 1985. Wife further agrees to indemnify and hold

Husband harmless from any increase in child support sought and/or awarded for said minor child of the parties prior to May 28, 1987.

Husband's obligation of child support shall continue until said child attains majority, marries, becomes self-supporting, becomes emancipated, or dies, whichever event shall first occur.

In consideration of the terms and conditions of this Agreement the parties agree that the husband shall have the right to claim the minor child for Federal and State tax purposes.

13. Prior to the execution of this agreement, the parties divided their furniture, furnishings and tangible personal property. The parties agree that the wife shall have all personal property currently located in the family home free and clear of any claim by the husband, with the exception of the following which shall belong to the husband free and clear of any claims of the wife:

Television
Lamp on television
Clock
Card table and chairs
Kitchen set
Mirror
Coffee Maker
Blender
Cheese tray
One-half pots
Tea pot
One-half dishes
Heart cup and one-half dishes
Set of beverage glasses
Party trays
Harriette and John candle sticks
Stereo
Electric heater
Quilt
Bureau
Bike
Gas Grill
German and Western Maryland Plates
Security chest

14. In addition to child support payments provided for elsewhere in this Agreement, Husband shall carry and keep in force medical insurance on said minor child, so long as the same is available through Husband's employment, even though Husband may have to contribute to the cost of said medical insurance.

Husband shall further be obligated for medical expenses of said minor child which are not covered by insurance. Medical expenses for said purpose shall not be construed to include "over the counter" medicines which may be purchased without a prescription, nor shall said term include any treatment or procedure for which insurance coverage may be available but is not collected because Wife does not use her best efforts to pursue payment for such treatment or procedure from all available insurance coverage, nor shall said term include any treatment or procedure taken for cosmetic purposes only.

Wife agrees she will not subject said minor child to any prolonged medical or dental treatment on a non-emergency basis without first advising Husband of such intent, and allowing him to seek an independent qualified opinion concerning such treatment.

Husband's obligation to provide medical insurance for said minor child and for the medical expenses of the child which are not covered by insurance shall terminate concurrent with his obligation to pay child support as provided elsewhere in this Agreement.

Husband further agrees to maintain health insurance coverage on Wife, provided the same is available through his employment, until such time as a final divorce is effected.

15. Husband agrees to maintain in force Hartford Life Insurance Company Policy No. OGLO18369N, covering his life in the face amount of $50,000.00, or an equivalent policy, and to name as beneficiary thereof a

testamentary trust to be created by his Last Will and Testament. Said trust shall provide:

> "----Trustee shall pay over to or in its sole and absolute discretion use and apply so much of the net income and so much of the principal of said trust as it deems reasonable and proper to supplement the other financial resources available for the support, maintenance, care, education and/or professional training of said child, all in accordance with her station in life".

Husband agrees not to alter or change the beneficiary of said policy, or of any replacement policy, during the tenure of his obligation to provide child support, the termination events of which are set out above.

16. The wife acknowledges that the husband is currently entitled to a small pension and profit sharing arrangement through his employer and the wife waives any interest she now has or may have in the husband's interest.

17. The husband agrees to hold the wife harmless from any and all liens, debts, judgments, costs, etc., which the husband may have contracted solely in his name during the course of the marriage or prior thereto, and he agrees to pay all such obligations and hold the wife harmless unless agreed to otherwise herein. Included but not limited to the following:

Visa account number 4333066271114705
Mastercard number 5262246271114705

18. The wife agrees to hold the husband harmless from any and all liens, debts, judgments, costs, etc., which the wife may have contracted solely in her name during the course of the marriage or prior thereto, and she agrees to pay all such obligations and hold the husband harmless unless agreed to otherwise herein. Included but not limited to the following:

Sears Account No. 054-82098-0660-3-3
Bamberger's account No. 31-579-31-593

19. The husband releases any interest he now has or may have in a savings account and checking account in the wife's name only at the Carroll County Bank Account Numbers 028-7717-5 and 01874287.

20. The wife releases any interest she now has or may have in a savings and checking account in the husband's name only at the Farmers and Merchants Bank Account numbers 10525233 and 10213800.

21. From the date of this Agreement, neither party shall pledge the credit of the other or incur any debts or obligations which may be chargeable to the other except with respect to such items as are set forth elsewhere in this Agreement.

22. 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 agree 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 to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing property, either statutory or arising at common law, specifically including all claims, demands and interest arising under Chapter 694, Laws of Maryland and specifically including any right to act as the others Personal Representative.

23. The parties hereby declare that the provisions of this Agreement are in full and complete satisfaction of any and all rights of the

parties under Title 8 of the Family Law Article of the Annotated Code of Maryland, or any amendments or supplements thereto, 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 property, if any; any claim to marital property, if any; any claim to a monetary award as an adjustment of the equities of the parties, if any; any claim to husband's pension by wife, if any; and any rights of the parties concerning marital property, if any.

24. The parties hereby agree that on major holidays, the husband shall be entitled to visitation rights with the minor child between the hours of 11:00 A.M. and 4:00 P.M. The major holidays are Thanksgiving, Christmas, Easter and the child's birthday.

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

26. This Agreement is made voluntarily between the parties, each of whom acknowledged that there have been no threats, promises, inducements or other coercion to compel either to enter into this Agreement.

27. 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 hereof, rights hereunder, or conditions herein, or release from any obligation imposed hereby, except by written instrument, duly executed or as otherwise herein provided. It is further specifically understood and agreed that any co-habitation between the parties, including, but not only, a reconciliation and full resumption of living together as

husband and wife shall not act to set aside or abrogate the provisions of this Agreement.

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

Kimberly Gailey Palmer (SEAL)
KIMBERLY GAILEY PALMER

Jane B. Sinnott — Charles Palmer (SEAL)
CHARLES M. PALMER

STATE OF MARYLAND, COUNTY OF , to wit:

I HEREBY CERTIFY, that on this 28th day of January, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kimberly Gailey Palmer and acknowledged the aforesaid Agreement to be her act and she made oath in due form of law that the parties have mutually and voluntarily agreed to live separate and apart as herein related.

AS WITNESS my hand and Notarial Seal.

Notary Public

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY, that on this 3rd day of February, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles M. Palmer, and acknowledged the aforesaid Agreement to be his act and he made oath in due form of law that the parties have mutually and voluntarily agreed to live separate and apart as herein related.

AS WITNESS my hand and Notarial Seal.

JANE B. SINNOTT NOTARY PUBLIC CARROLL

Jane B. Sinnott
Notary Public

BARBARA ANN DEIBEL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JAMES LOUIS DEIBEL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5668

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, 1988, that the Plaintiff, BARABARA ANN DEIBEL, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JAMES LOUIS DEIBEL; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, JUDE CHRISTOPHER DEIBEL (born March 4, 1971) and JUSTIN CARROLL DEIBEL (born March 7, 1973) 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-Five Dollars ($55.00) per week, per child as child support all of which is subject to the further Order of this Court and subject to the following provisions of law:

Filed August 25 1988

(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 23, 1979 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 23rd day of June, 1979, by and between JAMES L. DEIBEL, hereinafter referred to as "Husband", and BARBARA DEIBEL, 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 religious ceremony on 6/24/67 in the State of Maryland, City of Baltimore.

WHEREAS, as a result of the said marriage, two (2) children were born, namely;

JUDE CHRISTOPHER DEIBEL, born on March 4, 1971;

and

JUSTIN CARROLL DEIBEL, born on March 7, 1973.

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 5th day of December, 1978 and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS, the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests including but not limited to the equitable division of assets and 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 premises, mutual covenants and agreements contained herein and to accom-

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plish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them, separately and jointly, and of their respective 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 5th day of December, 1978, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

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

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

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

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

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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 them 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 (2) week(s) during the summer vacation period, provided that he shall give the Wife at least two months 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 1979, 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.

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It is understood that the Husband's right to visitation shall continue only so long as it takes place in a proper and wholesome environment.

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 opitional 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 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 $50.00 per week, per child for a total of $100.00 per week.

Upon the Wife's obtaining full-time employment the amount of child support to be paid by the Husband, shall decrease to $40.00 per week, per child, for a total of $80.00 per week. Full-time employment for the purposes of this agreement shall be defined to mean paid employment of 37½ hours or more per week.

All obligations of the Husband to contribute to the

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support for a child shall cease upon the occurrence of one of the following events as to that child:

1. The death of the child;

2. The death of the Husband;

3. The child's reaching the age of eighteen (18), except that if the child attends a four year accredited college the Husband's obligation shall continue until the minor child reaches the age of twenty-two (22).

DISPOSITION OF PERSONAL PROPERTY

The Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to the household furnishings and personal property of the parties in the Wife's possession.

The Wife hereby transfers and assigns unto the Husband all of his right, title and interest in and to the household furnishings and personal property of the parties in the Husband's 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.

WAIVER OF ALIMONY

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

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DISPOSITION OF REAL PROPERTY

The parties previously were the owners of the Real Property known as 6214 E. Hemlock Drive, Eldersburg, Maryland which had been sold and conveyed away by the parties prior to the signing of this agreement. It was agreed by the parties that all of the equity of the parties realized from the sale should be used by the Wife in the purchase of a new residence in her name alone at 4344 Sycamore Drive, Hampstead, Maryland.

The Wife agrees in consideration for the use of such equity, that upon her remarriage, if her Husband is surviving, she shall pay to the Husband one-half of the existing equity in her residence. Said equity to be computed as follows.

The value of the house shall be determined as of the date of the remarriage of the wife by an appraiser to be jointly selected by the parties. There shall then be subtracted from the value the following items:

1. Balance of any mortgage on the real property at the date of the Wife's remarriage.

2. Real Estate Broker's fee which would have been paid if the house was sold.

3. Closing costs which would have been paid in the event the house was sold.

Nothing in this agreement shall however prevent the parties from agreeing between themselves on the cost of such equity.

The cost of the appraiser shall be divided equally between the parties.

It is further agreed that the Wife shall have the period of six (6) months after her marriage to pay the one-half of the equity to the Husband.

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MISCELLANEOUS PROVISIONS

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

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

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

The parties further agree as follows:

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

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

Subject only to any provisions contained to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out

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of said marriage between them or other wise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were or are unmarried.

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

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

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, 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.

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Both husband and wife have been informed that a new law was enacted in Maryland this year (Ch. 794, Sess. Laws 1978, having been SB 604) which deals with the disposition of property in conjunction with a divorce or annulment. Each party has been advised by his or her respective counsel that this new statute makes a number of very significant changes in the law on this subject, and what the effect of such changes might be on the party's interests.

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

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

WITNESS the hands and seals of the parties.

WITNESS:

Barbara L. Deibel
BARBARA DEIBEL

James L. Deibel
JAMES L. DEIBEL

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ATTORNEYS AT LAW
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STATE OF MARYLAND, COUNTY OF CARROLL, To wit:

I HEREBY CERTIFY, That on this 11th day of June, 1979, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared BARBARA DEIBEL, 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.

Ann L. Schmidt
NOTARY PUBLIC

STATE OF MARYLAND, ~~COUNTY OF CARROLL~~ City of Baltimore, to wit:

I HEREBY CERTIFY That on this 23rd day of June, 1979, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared JAMES L. DEIBEL, 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.

William C. Gorsuch
NOTARY PUBLIC

MY COMMISSION EXPIRES 7/1/82

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CAREY G. CAPLES	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ROBERT K. CAPLES	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5888

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 24th day of August, 1988, that the Plaintiff, CAREY G. CAPLES, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ROBERT K. CAPLES; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 1, 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 be and she is hereby authorized to resume the use of her maiden name, to wit, WILLIE CAREY GADDIS; and

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

Luke K. Burns
JUDGE

Filed August 25, 1988

MARITAL AND PROPERTY SETTLEMENT AGREEMENT

THIS MARITAL AND PROPERTY SETTLEMENT AGREEMENT ("Agreement") is made this 1st day of ~~October~~ December, 1987, by and between CAREY G. CAPLES, Social Security Number 215-62-0499 ("Wife") and ROBERT K. CAPLES, Social Security Number ~~219-73-7659~~ 219-76-7657 RKC ("Husband").

WHEREAS, the parties to this Agreement were lawfully married by a religious ceremony on the 3rd day of December, 1983 in Pocomoke City, Maryland and certain irreconcilable difficulties have arisen between them; and

WHEREAS, the parties are now and have been since May 18, 1987, 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.

WHEREAS, both parties have been advised of their right to and the need of, respectively, separate and independent legal consultation and representation and have acted of their own choosing; and

WHEREAS, it is the mutual intent of the parties to finalize their voluntary separation and to settle all questions concerning 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, or acquired by either of them during their marriage, and all other matters of every kind and character arising from their marital relationship. It is the intention of the parties that the following shall be effective from the date hereof, whether or not a Complaint for Absolute Divorce is filed by either against the other.

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

1. The parties shall continue to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage. Each of the parties shall be free to go his or her own way, free from interference, authority and control by the other, as if they had never been joined in matrimony, and each were sole and unmarried, and each may conduct, carry-on and engage in any employment, business and trade which shall seem advisable to him or to her sole and separate benefit, free from any control, restraint or interference by the other, in all respects as if each were unmarried. 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 assert or demand any right to reside in the home of the other. Any monies or property acquired by either party from May 18, 1987, shall be the separate property of that party.

2. Except for any right which either of the parties may now or hereafter have to assert as a ground for divorce 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, and all of the right, title and interest which he or she might now have or hereafter have as Husband and 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 courtesy, statutory thirds, halves or legal shares or claims in the nature of dower or courtesy or widow's rights, or under the intestate laws, or the right to take a family allowance, right to elective share or the right to treat a lifetime conveyance 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 right 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. It is the intention of Wife and Husband to give each other by the execution of this Agreement a full, complete and general release with respect to any and all property of any kind or nature, real, personal or mixed which the other now owns or may hereafter acquire.

3. That the parties acknowledge that the provisions of this Agreement are fair, adequate and satisfactory to them. It is therefore the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. 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. 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. That, except as herein provided in this Agreement, neither party shall be liable for any debts, contracts, obligations or liabilities of the other, now existing or hereafter incurred. Each of the parties, his or her heirs and personal representatives, shall at all times keep the other party and his or her heirs, and personal representatives indemnified against any and all debts and liabilities that may be contracted or incurred by the other party since the date of the separation of the parties, and against all such actions, claims and expenses, including without limitation, attorney's fees, in connection with any such debts and liabilities.

5. 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 in

the Wife's possession 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 in the Husband's possession shall be and remain the sole and exclusive property of Husband free and clear of any interest of Wife.

6. Each party shall maintain their own policies for health, sickness and medical insurance and neither party shall be required to maintain such policies of insurance on behalf of the other.

7. That except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, next of kin, personal representatives, executors and administrators of the parties.

8. That a modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failing of either party to insist upon strict performance of any of the provisions of the Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The parties further agree that this Agreement can only be modified, rescinded or abrogated by a formal written instrument and not by the act of the parties; therefore, resumption or cohabitation or reconciliation shall not void this Agreement.

9. That this Agreement shall be construed in accordance with the laws of the State of Maryland, entirely independent of the forum where it may come up for construction or enforcement. If a Court of competent jurisdiction at any time holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect.

10. That the parties hereto have been fully informed as to the financial and other circumstances of the other. Both the Wife and Husband have had independent advice by counsel of their own selection, or acting on their own accord, waived the right to counsel. Each of the parties 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 these contained herein.

11. That the parties hereto agree to accept the covenants and conditions of this Agreement in full, complete and final settlement of any and all claims and demands of every kind, whether the same be in law or in equity.

12. That this Agreement contains the entire undertakings between the parties and there are no oral or written promises, inducements or agreements whatsoever between them, except as herein contained.

13. That the parties hereto shall and will at any time or times hereafter, make, execute and deliver any and all such further instruments and things that the other such party shall

require for the purpose of giving full effect to these presents and to the covenants and agreements thereof.

14. That in the event of a lawful divorce or separation both Parties agree that this instrument shall remain in full force and effect and both parties shall request that the terms of this Agreement be embodied and incorporated in any decree or order entered therein. The parties hereto agree that each or either of them will present this Agreement to the Court and request that it be ratified, confirmed and approved and made an enforceable part of any decree or order entered herein. And the parties hereto further agree that neither of them will oppose such ratification, confirmation or approval. It is further agreed that regardless of whether such Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all the terms hereof shall continue to be binding on the parties and their respective heirs, personal representatives and assigns.

15. Both parties shall be responsible for the costs of their independent counsel and if a divorce proceeding is brought by either party, the court costs including but not limited to Master's fees shall be divided equally between the parties.

16. Husband and Wife agree to be jointly responsible for the marital debt which is identified as a consolidated loan with the Carroll County Bank of Maryland, account number 3039026873980, the current balance of which as of September 22,

1987, is $9,553.23. Wife agrees to assume the monthly payments of $298.54 until September 1, 1988. Thereafter, Husband and Wife shall assume one half of the monthly payment or $149.27 each, payable on the first day of each month and continuing until April 1, 1990 or until the debt is satisfied. Beginning on August 25, 1988, Husband agrees to deliver to wife a check for $149.27, representing his one-half contribution to the monthly payment, there after at least five days prior to the first day of each month and continuing monthly until the debt is satisfied.
Husband shall make said monthly payment to Wife.
Husband shall indemnify wife against all claims and expenses including, without limitation, attorneys fees in connection with the foregoing debt.

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

WITNESS:

Linda R. Siehler

Carey G. Caples (SEAL)
Carey G. Caples

Janet L. Kreit

Robert K. Caples (SEAL)
Robert K. Caples

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of December, 1987, the above-named CAREY G. CAPLES, 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.

Linda R. Siehler
Notary Public
My Commission Expires: 7-1-90

LINDA R. SIEHLER NOTARY PUBLIC CARROLL CO., MD.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of OCTOBER, 1987, the above-named ROBERT ~~L.~~ K. CAPLES, 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.

Janet L Kreit
Notary Public
My Commission Expires: 7-1-1990

JANET L. KREIT NOTARY PUBLIC CARROLL COUNTY, MARYLAND

DEBORAH CAROL ROUSE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
THOMAS WILLIAM ROUSE, JR.	:	Carroll County
Defendant	:	Case No. CV 5958

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 29th day of August, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Deborah Carol Rouse, be and she is hereby granted an Absolute Divorce from the Defendant, Thomas William Rouse, Jr.; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 13, 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, Deborah Carol Rouse, be and she is hereby awarded the guardianship and custody of Heather Lynne Rouse, the minor child of the parties hereto, with full and liberal rights of visitation to Defendant, Thomas William Rouse, Jr., set out in said Agreement; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County

Filed August 29, 1988

Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of $50.00 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 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 §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.

Jule K. Burn
Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 13th day of October, 1986, by and between DEBORAH CAROL ROUSE, hereinafter called "Wife", party of the first part, and THOMAS WILLIAM ROUSE, JR., hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on the 29th day of July, 1978, in Baltimore County, Maryland, by a religious ceremony. One child, namely, HEATHER ROUSE, D/O/B: 10/2/79, was born as a result of this marriage.

As of the date of the signing of this Voluntary Separation and Property Settlement Agreement, the parties hereby mutually agree to voluntarily separate and 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

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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.

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.

Custody and Visitation. Wife shall have the care and custody of the minor child of the parties, namely, HEATHER ROUSE, with the Husband having full and liberal rights of visitation so that a close relationship shall be maintained between him and the minor child. In order to avoid unnecessary confusion or misunderstanding and to provide some stability for the minor child, the parties will make a good faith effort to arrange visitation on a pre-arranged schedule and to abide by that schedule. Each party agrees to give reasonable notice to the other when a change in the visitation schedule becomes necessary. If either party plans to take the minor child out of the geographic metropolitan area or any other geographic area of the child's then residence, the other party shall be notified in advance and supplied with a telephone number where the child can be reached.

Child Support. The Husband shall pay to the Wife as a contribution toward the support of their minor child the sum of Fifty Dollars ($50.00) per week per child until said child

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shall be deemed emancipated, as herein defined. For purposes of this Agreement, said child shall be deemed emancipated upon death, marriage, or attaining the age of 18 years, whichever shall first occur.

Husband also agrees that he shall carry in force a Life Insurance Policy in the amount of Ten Thousand Dollars ($10,000.00) on himself with the minor child, HEATHER ROUSE, being named as beneficiary until she reaches eighteen (18) years of age.

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.

Medical Insurance. The Husband agrees to continue to maintain medical and hospitalization insurance for the benefit of the Wife until such time as the parties are divorced, and in favor of the child until she is emancipated as previously set forth.

Real Estate. Husband shall, by such documents as may be necessary, convey unto Wife all of his 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 4144 Doubletree Lane, Hampstead, Md. 21074. The Wife shall assume and pay, in accordance with its terms, the existing mortgage, and Wife shall indemnify and hold Husband harmless from any and all liability

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thereunder. The cost of preparing said documents, cost of recording, transfer taxes and documentary stamps, if any, shall be divided equally between the Husband and Wife.

Personal Property. The Husband shall be privileged to remove from the parties' home and retain as his sole and separate property personal clothing, effects and tools. All remaining items of household furniture, furnishings, appliances, equipment and contents of said home shall be the Wife's sole and separate property, free and clear of any claim of ownership by the Husband.

Debts. Both parties agree to share equally the following joint debts which were incurred by the parties prior to their separation:

HFC

Montgomery Wards

2 car payments

All other bills are in their separate names and will be assumed by each of them separately.

Joint Income Tax. Wife agrees, if so requested by Husband, to execute and file joint Federal and State income tax returns for the year 1986 during which they shall be husband and wife and entitled under the applicable laws and regulations, to file joint returns. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of

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said tax. Each party hereby assigns unto the other that share of any tax refund that may result from an overpayment in connection with his or her respective earnings or income.

Child Tax Deduction. The Wife shall be entitled to claim the minor child as exemption on her Federal and State income tax returns for the taxable year of 1987 and for all subsequent years thereafter until the child becomes emancipated as previously defined herein.

Counsel Fees and Court Costs. Any attorney fees arising from any subsequent divorce action, should one of the parties later bring a Complaint for divorce against the other, shall be borne by the Husband.

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

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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 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

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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 and their respective heirs, personal representatives and assigns for all time.

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 property herein described.

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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.

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 Agreement, the day and year first above written.

WITNESS:

Benson Roll — Deborah Carol Rouse (SEAL)
DEBORAH CAROL ROUSE

Benson Roll — Thomas William Rouse, Jr. (SEAL)
THOMAS WILLIAM ROUSE, JR.

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY that on this 15 day of May, 1987, before me, the subscriber, a Notary Public of the State and Balto. County aforesaid, personally appeared, DEBORAH CAROL ROUSE,

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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.

Benson Roll
NOTARY PUBLIC

BENSON ROLL NOTARY PUBLIC Balto. Co., Md.

My Commission Expires:
July 1, 1990

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY that on this 15 day of May, 1987, before me, the subscriber, a Notary Public of the State and Balto. County aforesaid, personally appeared, THOMAS WILLIAM ROUSE, JR. 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.

Benson Roll
NOTARY PUBLIC

BENSON ROLL NOTARY PUBLIC Balto. Co., Md.

My Commission Expires:
July 1, 1990

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SHEILA MILLER CRAWFORD	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
EARL LESTER CRAWFORD	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5989

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 August, 1988, that the Plaintiff, SHEILA MILLER CRAWFORD, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, EARL LESTER CRAWFORD, III; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 9, 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 be and she is hereby authorized to resume the use of her maiden name, to wit, SHEILA GRAY MILLER; and

IT IS FURTHER ORDERED, that the parties divide equally the Court costs and the Master's fee.

Fred K. Burns
JUDGE

Filed August 29, 1988

DUPLICATE ORIGINAL

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 9th day of ~~July~~ December, 1987, by and between SHEILA MILLER CRAWFORD, ("Wife") and EARL LESTER CRAWFORD, III, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on June 16, 1986 in Oxford, North Carolina. 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 July 6, 1987, 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 martial property, and all other matters of every kind and character arising from their martial 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.

8/23/88

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 INCIDENTS 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. 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 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. 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.

4. PERSONAL PROPERTY

A. 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.

B. The 1986 Nissan pickup which Husband acquired prior to the parties' marriage and which is titled in Husband's name shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Husband shall assume all responsibility for payment of the debt against said vehicle, and shall indemnify and hold Wife harmless from any and all liability therefor.

C. Except as otherwise provided in this Agreement, 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, 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.

5. DEBTS

~~Simultaneously with the execution of this Agreement,~~ Wife shall execute a Confessed Judgment Promissory Note wherein she shall agree to pay to Husband the total sum of Fifteen Hundred Dollars ($1,500.00) at zero percent (0%) interest in fifteen (15) monthly installments of One Hundred Dollars ($100.00) each, with the first payment being due and payable on August 1, 1987. Wife shall make each of the aforesaid payments to Husband as they become due. Husband shall assume all responsibility for the current Master Card debt (approximately $3,000.00) and shall indemnify and hold Wife harmless from any ~~liability therefor. Except as otherwise 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.

6. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other 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.

7. 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.

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, except

that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement. 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. 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.

10. ACKNOWLEDGEMENT OF HUSBAND'S COUNSEL

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

11. 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. 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 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:

Michelle L. Strickland — Sheila Miller Crawford (SEAL)
SHEILA MILLER CRAWFORD

Keith D. Snyder — Earl Lester Crawford III (SEAL)
EARL LESTER CRAWFORD, III

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

I HEREBY CERTIFY, that on this 30th day of ~~July,~~ November 1987, the above-named **SHEILA MILLER CRAWFORD**, 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.

Michelle Lynn Strickland
NOTARY PUBLIC
My Commission Expires: July 1, 1990

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

I HEREBY CERTIFY, that on this 9th day of ~~July,~~ December 1987, the above-named **EARL LESTER CRAWFORD, III**, 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.

JUDITH A. GIST NOTARY PUBLIC CARROLL COUNTY, MD.

Judith A. Gist
NOTARY PUBLIC
My Commission Expires: 7-1-90

LOUIS FRANKLIN LOUGHRY, JR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KELLY LYNN LOUGHRY	:	Carroll County
Defendant	:	Case No. CV 5997

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 29th day of August, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Louis Franklin Loughry, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Kelly Lynn Loughry; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated April 22, 1985 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

Filed August 29, 1988

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of April, 1985, by and between Louis Franklin Loughry, Jr., hereinafter referred to as "Husband", and Kelly Lynn Loughry, 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 10th day of July, 1982 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 27th day of March, 1984 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

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 27th day of March, 1984, 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. All of the items of personal property located at the Wife's residence shall be the sole property of the Wife free and clear of any interest of the 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.

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 1976 Mustang II and Nova, and he shall execute such documents as may be necessary or proper for the issuance of new certificates of title for said automobiles in her name alone. Wife shall pay the cost, if any, for the transfer of title.

Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1982 Honda Motorcycle and 1970 Ford Maverick, and she shall execute such documents as may be necessary or proper for the issuance of a new certificates of title for said vehicles in his name alone. Husband shall pay the cost, if any, for the transfer of title.

DISPOSITION OF REAL PROPERTY

The parties own, as tenants by the entireties, improved premises known as 2745 Manchester Road, Westminster, Maryland, ("the Home"). The Home is subject to the lien of a mortgage. 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 reasonably necessary for the conveyance of such right, title and interest. Within ~~ninety~~ (90) thirty (30) days from the execution of this Agreement, Husband shall pay to the Wife the sum of Two Thousand Five Hundred Dollars ($2,500.00) for her interest in the property.

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. 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 Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

OUTSTANDING OBLIGATIONS

Husband agrees to assume and pay the loan through Finance One and to indemnify 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:

Denise M. Tarleton — Louis Franklin Loughry (Seal)
Louis Franklin Loughry

Denise M. Tarleton — Kelly Lynn Loughry (Seal)
Kelly Lynn Loughry

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 22nd day of April, 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Louis Franklin Loughry, 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.

Denise M. Tarleton
NOTARY PUBLIC

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 22nd day of April, 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Kelly Lynn Loughry, 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.

Denise M. Tarleton
NOTARY PUBLIC

My commission expires on July 1, 1986.

SUZANNE MARIE ANANIA	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ANDREW JAMES ANANIA	*	CARROLL COUNTY
Defendant	*	Case No. CV5607

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

JUDGMENT OF LIMITED DIVORCE

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

WHEREUPON, IT IS ORDERED, this 30th day of August, 1988, by the Circuit Court for Carroll County, that the Plaintiff, SUZANNE MARIE ANANIA, be, and she is hereby, granted a Limited Divorce from the Defendant, ANDREW JAMES ANANIA; and it is further

ORDERED that the Plaintiff, Suzanne Marie Anania, be, and she is hereby, granted the permanent care and custody of the minor child of the parties, Elizabeth Christine Anania; and it is further

ORDERED that the Defendant, Andrew James Anania, shall pay unto the Plaintiff, Suzanne Marie Anania, child support in the amount of Fifty Dollars ($50.00) per week with all such payments to be made through the Bureau of Support Enforcement, Carroll

Filed August 30, 1988

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

ORDERED that if the Defendant accumulates support payment 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.

JUDGE

SUZANNE MARIE ANANIA	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ANDREW JAMES ANANIA	*	CARROLL COUNTY
Defendant	*	Case No. CV5607

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

JUDGMENT OF ABSOLUTE 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 this 4th day of JANUARY, ~~1989~~ 1990, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, SUZANNE MARIE ANANIA, be, and she is hereby, granted an Absolute Divorce from the Defendant, ANDREW JAMES ANANIA; and it is further

ORDERED that the Plaintiff, SUZANNE MARIE ANANIA, shall be granted the permanent care and custody of the minor child of the parties; namely, Elizabeth Christine Anania, born January 12, 1982; and it is further

ORDERED that the Defendant, ANDREW JAMES ANANIA, shall pay child support unto the Plaintiff, SUZANNE MARIE ANANIA, in the amount of Fifty Dollars ($50.00) per week in addition to an amount towards accumulated arrearages as set forth in the

Earnings Withholding Order dated August 21, 1989, with all such payments to be made through the Carroll County Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that if the Defendant accumulates support payment 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 costs of this proceeding are hereby waived.

JUDGE

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 27, 1988 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.

Lillie K. Burns

JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 27th day of June, 1988, by and between SANDRA LEE HYMILLER (nee Hughes), hereinafter called "Wife", party of the first part, and DENNIS WAYNE HYMILLER, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on the 21st day of May, 1983, in Carroll County, Maryland, by a religious ceremony. One child, namely, SCOTT EDWARD HYMILLER, D/O/B: 4/28/85, was born as a result of this marriage.

On the 15th day of November, 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

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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.

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.

Custody and Visitation. The Wife shall have the care, custody and control of the minor child of the parties, with the Husband having the right to visit with said child in the home of the Wife him at all reasonable times.

Child Support. The Husband shall pay to the Wife as a contribution toward the support of their minor child the sum of Forty-Five Dollars ($45.00) per week until said child shall be deemed emancipated, as herein defined. For purposes of this Agreement, said child shall be deemed emancipated upon death, marriage, ceasing to be domiciled with the Wife, or attaining the age of 18 years, whichever shall first occur.

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.

Medical Insurance. The Husband agrees to continue to main-

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tain medical and hospitalization insurance for the benefit of the Wife until such time as the parties are divorced, and in favor of the child until said child becomes emancipated as previously set forth. Husband shall also be responsible for one-half of non covered medical and dental expenses of the minor child.

Personal Property. The Wife shall be privileged to remove from the parties' home and retain as her sole and separate property all her personal clothing and effects, all items she brought into the marriage, and those items of household contents listed as follows:

~~Livingroom set;~~ 0 tl
Dishes,
Chopping Block,
Good China & Silverware.

All remaining items of household furniture, furnishings, appliances, equipment and contents of said home shall be the Husband's sole and separate property, free and clear of any claim of ownership by the Wife.

Debts. Each party shall hold harmless and indemnify the other against any and all liability in connection with such of said bills and debts as he or she is obligated to pay hereunder. 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.

Joint Income Tax. Wife agrees, if so requested by Husband, to execute and file joint Federal and State income tax returns for the year 1986 during which they shall be husband and wife and

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pntitled under the applicable laws and regulations, to file joint returns. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Each party hereby assigns unto the other that share of any tax refund that may result from an overpayment in connection with his or her respective earnings or income. In case of a refund, same shall be shared proportionately as set forth above.

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 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

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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 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 deli-

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very 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 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.

Integration Clause. This Agreement contains the final and entire understanding of the parties. There are no represen-

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tations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

Independent Counsel. 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.

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 Agreement, the day and year first above written.

WITNESS:

Kathleen L. Adams — Sandra Lee Hymiller (SEAL)
SANDRA LEE HYMILLER
(nee Hughes)

Ann Drabner — Dennis Wayne Hymiller (SEAL)
DENNIS WAYNE HYMILLER

STATE OF MARYLAND, County of CARROLL, to wit:

I HEREBY CERTIFY that on this 28th day of June, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, SANDRA LEE HYMILLER (nee Hughes), known to me to be the person whose name is

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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.

Norma Paulsen
NOTARY PUBLIC

My Commission Expires:
7/1/90

STATE OF MARYLAND, County of BALTIMORE, to wit:

I HEREBY CERTIFY that on this 27th day of JUNE, 1988, before me, the subscriber, a Notary Public of the State and _____ aforesaid, personally appeared, DENNIS WAYNE HYMILLER, 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.

Irvin Lyons
NOTARY PUBLIC

My Commission Expires:
7/1/90

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CAROLYN E. KITTELBERGER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOSEPH C. KITTELBERGER	*	CARROLL COUNTY
Defendant	*	Case No. CV 4563

* *

J U D G M E N T

Testimony having been taken in Open Court on July 1, 1988, it is this 1st day of SEPTEMBER, 1988, by the Circuit Court for Carroll County, ORDERED, ADJUDGED AND DECREED that the Plaintiff, CAROLYN E. KITTELBERGER, is granted an ABSOLUTE DIVORCE from the Defendant, JOSEPH C. KITTELBERGER; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff is granted the care and custody of Ann Louise Kittelberger and the Defendant is granted visitation from 1:00 p.m. until 5:00 p.m. on July 9, 1988, and continuing until August 27, 1988; it further being ordered that the Defendant's sister, Jeanne Kulczak, will provide transportation for the minor child to and from the home of the Plaintiff; and it being further ordered that the Defendant shall submit to counselling with Dorothy Thormaehlen for the purpose of facilitating said visitation and pursuant to a schedule arranged by Dorothy Thormaehlen, said visitation being subject to the further order of this Court; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant shall pay to the Plaintiff the sum of One Hundred Twenty-Five Dollars ($125.00) per week child support for a period of fifty-two (52) consecutive weeks from July 1, 1988, and that said amount will be decreased to One Hundred Dollars ($100.00) per week for a subsequent period of fifty-two (52) weeks, and at the end of said

Filed Sept 2, 1988

period, the parties shall further negotiate an appropriate amount of child support, or said amount shall be set by this Court; and

The parties having reached agreement on the record to the following provisions, said parties hereto are ORDERED to comply with said provisions:

A. Within ninety (90) days from the date of Judgment, the Defendant shall transfer to the Plaintiff any and all interest that he has in the former marital home located at 4007 Highfield Court, Hampstead, Maryland 21074. The purchase price of said home will be derived as follows:

(1) Counsel for the parties shall select a mutually agreeable appraiser who will determine the fair market value of said home. The parties will equally divide the cost of said appraisal.

(2) From the fair market value, a sum equal to seven per cent (7%) of the fair market value shall be subtracted.

(3) From the remaining sum provided in Paragraph (2) above, the Plaintiff shall pay the Defendant forty per cent (40%) of said sum, subject to a credit in favor of the Plaintiff in an amount equal to one-half (1/2) of the difference in the value of the Plaintiff's IRA and the Defendant's IRA as of July 1, 1988.

B. The Defendant shall provide medical insurance coverage for the minor child of the parties and shall pay all uninsured medical expenses incurred on behalf of said child. Medical expenses shall include, but not be limited to, optical, dental, and prescription expense. The parties hereto will equally divide any therapy expenses incurred on behalf of and for the benefit of the minor child. Defendant shall authorize his medical insurance company to provide all information and forms to the Plaintiff in order that she may be fully

reimbursed for any payments made by her for the benefit of the minor child of the parties and the Plaintiff with respect to medical expenses. Defendant shall also, by virtue of this Order, maintain the Plaintiff on his health and dental insurance policies through his employer for a period of thirty-six (36) months following the date of this Judgment, with the understanding that the premium for said coverage shall not increase the current premium being paid by the Defendant for said coverage.

C. The parties agree that the Defendant shall be entitled to claim the minor child of the parties as a dependent for tax purposes for calendar years 1988 and 1989. Plaintiff's Social Security Number is 219-42-9611.

D. Defendant shall transfer to the Plaintiff any and all interest that he has in the Buick automobile currently being driven by the Plaintiff. The Defendant shall also execute a Gift Certificate regarding the transfer of said vehicle.

E. Any trust currently in existence or CDs being maintained for the benefit of the minor child of the parties shall continued to be maintained for her benefit.

F. The Defendant shall maintain all life insurance on his life currently provided by his employer (or future employers) for the benefit of minor child of the parties. Said policies will be endorsed to provide that a trustee (selected mutually by the parties) shall be the beneficiary of said insurance policies for the benefit of the minor child of the parties. Said obligation will continue until the minor child of the parties reaches the age of eighteen (18) or dies, whichever shall first occur.

G. Each party shall keep the Black and Decker stock that was initially obtained by said party through their employment with Black and Decker. The parties

agree to equally divide all other common stocks held by them either individually or jointly.

H. The parties acknowledge joint ownership of a Certificate of Deposit. They agree to equally divide the proceeds derived from said Certificate of Deposit at such time as said Certificate matures, subject to a credit to be paid to the Plaintiff from the Defendant's half interest in said Certificate cf Deposit. Said credit will be equal in amount to all tuition and unreimbursed prescription expense incurred on behalf of the minor child of the parties for the two years prior to the date of this Judgment.

I. The Defendant shall transfer to the Plaintiff all interest in any personal property currently in her possession, with the exception of the following items: A butterfly tray, one-half of the parties' record collection, tapes and a stereo set, a redwood stand, a hand embroidered table cloth, an Ecolite tool set, a blue tool box and the tools contained therein, a Cherry bedroom suite, the kitchen table and chairs, a sofa and loveseat, three paintings (by Frank), a small server and hutch, and any items of clothing belonging to the Defendant. (Any interest in these enumerated items will be transferred by the Plaintiff to the Defendant.)

J. Each party waives any claim to alimony and interest in the other's pension, thrift plan or any other assets not specifically set forth herein.

It is FURTHER ORDERED, ADJUDGED AND DECREED that:

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

(2) The obligor (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; and

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

It is FURTHER ORDERED, ADJUDGED AND DECREED that the parties hereto will equally divide the open Court costs; and

All subject to the further order of this Court.

JUDGE

APPROVED AS TO FORM:

MARC G. RASINSKY
Attorney for Plaintiff

THOMAS F. STANSFIELD
Attorney for Defendant

SHARON LYNN BELLOMY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOHN R. BELLOMY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5682

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 1st day of ~~August~~ SEPTEMBER, 1988, that the Plaintiff, SHARON LYNN BELLOMY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOHN R. BELLOMY; and

IT IS FURTHER ORDERED, that the pertinent terms of the Separation Agreement between the parties dated February 11, 1988 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

CLERK
ENTERED AND RECORDED
SEP 5 10 07 AM '88
CLERK OF THE
CIRCUIT COURT
RECEIVED IN

Filed Sept 2, 1988

THIS AGREEMENT, made this 11th day of February, 1988, by and between SHARON LYNN BELLOMY, hereinafter referred to as "Wife", and JOHN REX BELLOMY, hereinafter referred to as "Husband".

WHEREAS, the parties hereto were lawfully married on March 15, 1983 in a religious ceremony in Carroll County, Maryland; and

WHEREAS, no children have been born to the parties as a result of their marriage; and

WHEREAS, the parties have mutually and voluntarily decided to live separate and apart, and have been doing so since May 22, 1986; and

WHEREAS, it is the mutual desire of the parties in this Agreement 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:

1. ALIMONY: Each party waives any and all right to alimony, support or maintenance that either may have against the other.

2. PERSONAL PROPERTY: The parties are the owners of a 1960 National mobile home. The Husband shall purchase the Wife's entire interest in said mobile home for the sum of $1,200.00, payable within 60 days of the date of execution of this Agreement. Wife shall vacate the mobile home within 60 days after the payment of the $1,200.00 purchase price by the Husband.

The parties have divided all other personal property between them, and each hereby transfers to the other all of the right, title and interest of each in and to all of the personal property currently held by the other.

3. DEBTS: The Husband agrees to be solely responsible for the entire balance due the Ford Motor Credit Company under the lease of a Ford Bronco Wagon. Husband further agrees

Pltf #1
8/9/88

to be solely responsible for the City Bank Visa account. As to all other debts, each party agrees to be solely responsible for any debts incurred solely in their respective names. Each party further agrees to indemnify and hold the other harmless in the event of any breach of the provision of this paragraph.

4. GENERAL WAIVER: 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 8-211, and 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 acquire, 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 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.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

5. INCORPORATION OF AGREEMENT IN DECREE: 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 the provisions hereof shall, insofar as the Court has jurisdiction to enforce, be incorporated in, and become part of such decree, and shall be enforceable as a part thereof. In the event the Court shall fail or decline to incorporate this

Agreement, or any provision hereof into 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 terms thereof shall continue binding upon the parties and their respecive heirs, personal representatives and assigns.

6. 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.

7. MODIFICATIONS TO AGREEMENT: Subject to Order of Court, no modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

8. VOLUNTARY AGREEMENT: 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.

9. ENTIRE UNDERSTANDING: 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.

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

11. COUNSEL FEES AND COURT COSTS: Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Wife shall pay any Court costs incurred in connection with a request by either party for a final divorce. The parties further agree that should either find it necessary to incur costs and/or fees in order to enforce the terms of this Agreement or to reimburse him/her for damages suffered as a result of a breach of any term of this

Agreement, the breaching party shall reimburse the non breaching party for the costs and/or fees, including attorney's fees, incurred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement this 17 day of February, 1988.

WITNESS:

Patricia L Beall — John Rex Bellomy (SEAL) JOHN REX BELLOMY

Michele B Hennessey — Sharon Lynn Bellomy (SEAL) SHARON LYNN BELLOMY

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

I HEREBY CERTIFY that on this 17th day of February, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN REX BELLOMY, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and he made oath in due form of law, that the matters and facts contained therein are true and correct. He acknowledged to me that he executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Patricia L Beall
Notary Public
My Commission Expires:

PATRICIA L. BEALL NOTARY PUBLIC CARROLL CO., MD.

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

I HEREBY CERTIFY that on this 17th day of February, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SHARON LYNN BELLOMY, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and she made oath in due form of law, that the matters and facts contained therein are true and correct. She acknowledged to me that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Michele B. Hennessey
Notary Public
My Commission Expires:

MICHELE B. HENNESSEY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

DONNA J. COTTINGHAM	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES A. COTTINGHAM, JR.	:	Carroll County
Defendant	:	Case No.CV 5629

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 7th day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Donna J. Cottingham, be and she is hereby granted an Absolute Divorce from the Defendant, James A. Cottingham, Jr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Donna J. Cottingham, and the Defendant, James A. Cottingham, be and they are hereby awarded the joint guardianship and custody of James A. Cottingham, III, and Michael Joseph Cottingham, the minor children of the parties hereto, with the children's primary residence being with the Plaintiff; 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 July 28, 1988 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 Defendant, James A. Cottingham, Jr., have the right of visitation with the children of the parties

Filed Sept 8, 1988

pursuant to paragraph entitled "Custody" of said Agreement; subject to the further Order of this Court; and

It is further ORDERED that the Defendant pay direct unto the Plaintiff the sum 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 §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 Defendant be and he is in arrears in child support payments in the amount of $450.00; and

It is further ORDERED that the name of the Plaintiff, Donna J. Cottingham, be and the same is hereby changed to Donna Julia Crafton, her maiden name before her marriage to the Defendant, James A. Cottingham, Jr.; and

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

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

Judge

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 28 day of JULY, 1988, by and between DONNA J. COTTINGHAM, hereinafter referred to as the "Wife" and JAMES A. COTTINGHAM, JR., hereinafter referred to as the "Husband".

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been lawfully married on June 4, 1978 in Baltimore County, Maryland, by a religious ceremony; and

WHEREAS, there were two (2) children born to the parties as a result of said marriage, namely JAMES A. COTTINGHAM, III born March 19, 1979 and MICHAEL JOSEPH COTTINGHAM born January 25, 1982; and

WHEREAS, on November 2, 1987 the parties did mutually and voluntarily separate with the purpose and intent of ending the marriage, and have lived separate and apart without cohabitation since said time, and there is no reasonable expectation of a reconciliation between them.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises of the parties, it is agreed between them as follows:

1. CUSTODY

The parties agree that the best interest of the children requires they they be in the joint custody of the parties, and shall have their primary residence with Wife. Husband shall have the right to have the Children with him at all reasonable times and places, specifically including, but not limited to, every other weekend from 10 a.m. on

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Pl. Exhibit No. 1

Saturday, until 8 p.m. on Sunday, alternating holidays, and at least two weeks each summer. The parties further agree that all significant decisions concerning the Children, including but not limited to their schooling, medical care, religious training, and other activities, shall be made by the parties jointly, and not by either party to the exclusion of the other. Each party shall take all reasonable steps to foster a positive and constructive relationship between the Children and the other party, and neither party shall do anything which shall or may be detrimental to that relationship. The parties further agree that neither of them shall attempt to move the Children's residence away from the State of Maryland without the consent of the other, or, in the absence of such consent, without a prior order of a Maryland court of competent jurisdiction after notice to the other party and an opportunity by him or her to be heard.

2. CHILD SUPPORT

Husband agrees to pay to Wife, through the Support and Custody Division of the Circuit Court for Carroll County, but directly until a court decree to that effect is passed, the sum of ONE HUNDRED FIFTY AND 00/100 DOLLARS ($150.00) per week as child support so long as their primary residence is with Wife, and that the same is not to be construed to be a debt. Said payments of child support shall cease and terminate upon the first to occur of the following events: (A) child attaining the age of eighteen (18); (B) marriage of child; (C) child becomes employed full-time; (D) child enters into military service; (E) child graduates from high school; (F) child is otherwise emancipated; (G) death of either child or Husband; or (H) principal residence of the Children changing to Husband. Any claims for support prior to the date

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of this Agreement are waived.

3. WAIVER OF ALIMONY

Wife hereby waives and relinquishes any claim for alimony, alimony pendente lite, maintenance and support which she may now have or hereafter be entitled. Wife acknowledges that by the execution of this document she forever waives her right to any alimony, support or maintenance from Husband.

Husband hereby waives and relinquishes any claims of alimony, alimony pendente lite, maintenance and support which he may now have or hereafter be entitled. Husband acknowledges that by the execution of this document he forever waives his right to any alimony, support or maintenance from Wife.

4. FAMILY USE PERSONAL PROPERTY

Husband and Wife agree all that furniture, furnishings, appliances, silver, crystal, dinnerware, garden tractors, lawn implements, garden implements and tools and all other items of personalty have been divided between them, with all items listed on Schedule A to be Wife's, and everything else to be the sole and separate property of Husband. Any items which are agreed to be the property of Husband (not on Wife's list) but yet remain in the possession of the Wife as of the date hereof, will be made available to Husband within ten (10) days of the date of this Agreement. Specifically, the lawn furniture and air conditioners, in the possession of Wife's brother and father, respectively, will be made available to Husband within ten (10) days. Husband to pick up said items.

INITIAL

5. PERSONAL PROPERTY OTHER THAN FAMILY USE PERSONAL PROPERTY

A. Wife hereby relinquishes any claim she may have in and to the 1986 El' Camino vehicle presently in the possession of Husband, which shall become the sole and separate property of Husband, free and clear of any claim of Wife.

B. Husband hereby relinquishes any claim he may have in and to the 1986 Monte Carlo vehicle presently in the possession of Wife, which shall become the sole and separate property of Wife, free and clear of any claim of Husband.

C. Wife hereby relinquishes any claim she may have in and to the 1984 Yamaha 750 motorcycle presently registered in the name of Husband, which shall become the sole and separate property of Husband, free and clear of any claim of Wife.

D. Bank Accounts - The parties agree that any monies which presently exist in bank accounts titled in their sole names shall become the sole and separate property of the party in whose name said account is titled, free and clear of any claim or demand of the other. With respect to any monies held by the parties in joint accounts, all such monies shall become the sole and separate property of Wife.

6. MEDICAL INSURANCE AND RELATED EXPENSES; AUTO INSURANCE

Husband covenants and agrees to maintain medical health insurance on the minor children of the parties, said insurance coverage to terminate as to the minor children at the time of the termination of child support as set forth in paragraph 2. Husband shall provide the necessary forms so that any unpaid bills to date, and any medical

INITIAL

expenses of Wife which pre-date the Separation may be paid. Any uninsured bills of Wife or portions thereof shall be paid by Wife.

With respect to any medical or dental expenses or portion thereof for the children not covered by insurance from this date forward, including prescriptions, the parties covenant and agree that said expenses shall be divided equally between them. Those to date shall be paid by Wife. *

7. DEBTS

Husband and Wife mutually covenant and agree that neither shall contract in the name of the other or in any way subject the other party to liability for any debts or obligations accounting from the date of separation. Aside from the obligations enumerated herein, the parties acknowledge and warrant to one another that there are no other obligations to which one has subjected the other to liability. As to the present obligations of the parties, Husband and Wife covenant and agree as follows:

A. The obligations listed on Schedule B and attached hereto shall be paid in full from the proceeds of the sale of the real estate, prior to any distribution to the parties hereto.

B. The obligations listed on Schedule C attached hereto shall be Wife's sole and separate obligations, liability for which Wife agrees to hold Husband harmless and assume fully.

C. The obligations listed on Schedule D attached hereto shall be Husband's sole and separate obligations, liability for which Husband agrees to hold Wife harmless and assume fully.

* Husband will include the Wife as a beneficiary under his Employ[illegible] Major Medical Insurance, insofar as possible, at Wife's expense.

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8. ARTICLES OF PERSONAL ADORNMENT

The parties mutually covenant and agree that each shall have as their sole and separate property each and every article of personal adornment, including, but not limited to jewelry, clothing, cosmetics, and sports equipment now in the possession of either.

9. RIGHT TO COUNSEL

Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had advice to consult independent 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. Wife has been represented by Bryan B. Haddaway and acknowledges that Anthony J. DiPaula has prepared this Agreement as counsel for Husband.

10. COUNSEL FEES AND COURT COSTS

The parties acknowledge that Husband has paid the costs with respect to the preparation of this Agreement. The parties covenant and agree that each shall be responsible for payment of his or her own counsel fees and court costs incurred in connection with either this Agreement or an action for Divorce.

11. INCOME TAX RETURNS

Husband and Wife mutually covenant and agree that with respect to the calendar year 1987 Husband shall have the right to claim both children as dependents on his federal and State income tax

INITIAL

returns. It is mutually agreed between the parties that for 1988 and each subsequent year, Husband and Wife shall each have the right to claim one of the children of the parties as a dependent on their respective federal and State income tax returns, with Husband claiming Michael and Wife claiming James, Jr.

12. CROSS WAIVER OF PROPERTY RIGHTS

Except as herein otherwise provided, each party may dispose of his or her own property, real, personal or mixed, of whatsoever kind or character or wheresoever situate in any way, and each party hereby waives any and all rights which he or she may now have or hereafter acquire under the present or future laws of the State of Maryland or any other jurisdiction, to share in the property, real, personal or mixed, of the other, as a result of the marital relation, including, without limitation, dower, curtesy, statutory allowance, widow's allowance, and the right to act as a personal representative or administrator of the other's estate. Each party covenants and agrees that the other may sell, transfer or convey any real property of any nature, whatsoever or wheresoever situate without the necessity of the other party executing or joining in any deed, contract or method of conveyance.

13. MISCELLANEOUS PROVISIONS

A. The parties hereto shall at all times hereinafter live separate and apart 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

INITIAL

control, direct or indirect, by the other as fully as if he or she were single or unmarried.

C. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself and herself, his or her heirs, personal representatives and assigns, release and discharge the other of and from all causes of action, except divorce claims, rights or demands whatsoever which either of the parties may have had or now has against the other. Nothing contained herein, how- ever, shall be deemed to be a waiver by either party of any grounds for divorce that either may presently have against the other.

D. Neither shall molest the other or compel the other to cohabit or dwell with him or her.

E. It is agreed that the terms and provisions of this Agreement shall be incorporated by reference thereto, but not merged into any Decree to be passed in any future divorce proceedings filed between the parties.

F. The parties by the execution hereof covenant and agree that Paragraph 3 shall not be subject to future modification by any court of competent jurisdiction.

G. The parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Title 8 of the Family Law Article of the State 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. The parties further acknowledge

INITIAL

respectively that each of them, during the course of negotiations leading up to this Agreement, and at the time of the execution hereof, has been represented and advised by counsel of his or her own independent selection, of their respective legal rights and liabilities, which counsel, if present, has witnessed the signature of his respective client in the execution of this Agreement, and that each of them has signed the Agreement freely and voluntarily.

H. 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 interest arising under Title 8 of the Family Law Article of the Annotated Code 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 the 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.

14. 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, 8-205 (a), Family Law Code Annotated. Husband and Wife specifically relinquish and waive any claim or right in the retirement or pension funds of the other.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the

INITIAL

parties hereto and supercedes any prior understandings and/or written or oral agreements between them respecting the within subject matter and agreement. Any and all written or oral agreements heretofore made by and between any of the parties hereto are hereby merged in this writing. Any agreement hereafter made shall not operate to change, modify, terminate or discharge this agreement in whole or in part unless such agreement is in writing and signed by each of the parties hereto. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to this Agreement and the subject matter hereof which are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

DONNA J. COTTINGHAM

JAMES A. COTTINGHAM, JR.

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ FREDERICK, To Wit:

I HEREBY CERTIFY that on this 28th day of July, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DONNA J. COTTINGHAM, one of the parties to the aforegoing Agreement, and made oath in due form of law that the matters and facts as set forth in the foregoing Agreement with respect to the separation of the parties is true and correct as therein

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stated, and acknowledged said agreement to be her act.

AS WITNESS My Hand and Notarial Seal.

Notary Public

My comm. expires: June 1, 1990

STATE OF Maryland, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 27 day of July, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES A. COTTINGHAM, JR., one of the parties to the aforegoing Agreement, and made oath in due form of law that the matters and facts as set forth in the foregoing Agreement with respect to the separation of the parties is true and correct as therein stated, and acknowledged said agreement to be his act.

AS WITNESS My Hand and Notarial Seal.

Notary Public

ANTHONY J. DIPAOLA NOTARY PUBLIC HARFORD CO., MD.

My comm. expires: June 1, 1990

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SCHEDULE A

Two (2) Living Room Lamps
One (1) Set of Living Room Curtains
One (1) set of encyclopedia
5-Piece Kitchen Dinette Set
Two (2) Kitchen Stools
One (1) Microwave and stand
All Kitchen Accessories
5-Piece Bedroom Ensemble (2 dressers, 1 with mirror; headboard, night-stand, mattresses)
One (1) 20" color TV (master bedroom)
One (1) Antique table (master bedroom)
One set of drapes (master bedroom)
Playroom furniture and toys (1 desk and chair, 1 dresser)
One (1) set bunk beds (Boy's room)
One Dresser (Boy's room)
One (1) Hutch (Boy's room)
One (1) Nightstand (Boy's room)
One Fish Tank (Boy's room)
One (1) 12" Color TV (Boy's room)
Two (2) File cabinets with top (Clubroom)
One (1) VCR (Clubroom)
One (1) BETA Recorder (Clubroom)
WIFES' PERSONAL JEWELRY
WMSC HAND TOOLS AND POWER TOOLS.
All other items to Husband.

INITIAL

SCHEDULE B

Debts to be paid from House Proceeds:

Chrysler Credit Corporation (#6650433, Wife's car)		$ 9,984.42*
Provident Bank of Maryland (#0047200112416, Husband's car)		8,273.43*
Carroll County Bank		
- Judgment on Pool loan		8,514.37*
- Chesapeake Autophone guaranty		1,370.93*
Concord Financial (appliances)		1,915.30
Hecht's		850.45
		$30,908.90
Net from Settlement:	$30,550.48	
Refund from mortgage payoff	408.22	
		($30,958.70)
Net Disbursed to Husband and Wife (1/2 to each)		**49.80**

INITIAL

*Figure contains interest through July 29, 1988

SCHEDULE C

Be assumed by Wife:

Equitable Bank, N.A. (Visa and Mastercard)	1,900.77
Deer Park Spring Water	31.50

INITIAL

SCHEDULE D

Debts to be assume by Husband:

Macy's	$296.85
Suburban Propane*	186.84
Ford Motor Credit	405.08
S.H. Tevis & Sons (oil)	246.36
C&P Telephone Company	109.08
Griffith Consumers (oil)	105.93

INITIAL

*Pay to Financial Collection Agencies, Inc.

JOHN SHAEFFER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KARAN A. SHAEFFER	:	Carroll County
Defendant	:	Case No. CV 5327

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 12th day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, John Shaeffer, be and he is hereby granted an Absolute Divorce from the Defendant, Karan A. Shaeffer; and

It is further ADJUDGED and ORDERED that the Defendant, Karan A. Shaeffer, be and she is hereby awarded the guardianship and custody of Steven David Shaeffer, the minor child of the parties hereto, with the right unto the Plaintiff, John Shaeffer, 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 Plaintiff pay direct unto the Defendant the sum of $40.00 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 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, §10-120, et seq.; and

Filed Sept 12 1988

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

BEVERLY ANN COFFMAN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOHN EVERETT COFFMAN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5906

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 12th day of September, 1988, that the Plaintiff, BEVERLY ANN COFFMAN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOHN EVERETT COFFMAN; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, NICOLE LYNN COFFMAN (born September 3, 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 as child support the sum of Seventy-Five Dollars ($75.00) per week, said payments being 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 12 1988

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 Separation Agreement between the parties dated March 28, 1988 and the Stipulation (undated), both filed in this case, be and the same are hereby made a part hereof as if fully set forth herein to the extent that they are not inconsistent with this Order; 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 29th day of March, 1987 by and between BEVERLY ANN COFFMAN, hereinafter called "Wife", party of the first part, and JOHN EVERETT COFFMAN, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on the 12th day of June, 1982, in Baltimore County, Maryland, by a religious ceremony. One child was born as a result of this marriage, namely, NICOLE LYNN COFFMAN, born 9/3/82.

As of the date of this separation, 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

Pltf #1
8/3/88

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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.

Custody and Visitation. The Wife shall have the care, custody and control of the minor child of the parties, with the Husband having the right to visit with said child and to have said child visit with him at all reasonable times.

Child Support. The Husband shall pay to the Wife as a contribution toward the support of their minor children the sum of One Hundred Dollars ($100.00) per week, payable on each and every Friday, for said minor child until said child shall be deemed emancipated, as herein defined. For purposes of this Agreement, said child shall be deemed emancipated upon death, marriage, ceasing to be domiciled with the Wife, or attaining the age of 18 years, whichever shall first occur.

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.

Medical Insurance. The Husband agrees to continue to maintain medical and hospitalization insurance for the benefit of the

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Wife until the date of divorce, and in favor of the minor child until she is emancipated as previously set forth.

Real Estate. The parties own their residential real estate at 2922 Wareheim Road, Manchester, Md. 21102, as tenants by the entireties. The Husband shall be privileged to continue to occupy said premises as his residence until said property is sold, being solely responsible, during such occupancy, for the mortgage payments and all expenses of maintenance, repair and upkeep. Said property is to be sold within one (1) year from the date of divorce and the proceeds therefrom will be divided equally between the parties.

In consideration for residing in the home, the Husband waives any credits for payment of the mortgage payments after the parties separate.

Automobile. The Husband agrees to pay the Wife's car payment of $253.26 on her 1987 Cougar automobile until paid in full in 1991. When this car is paid in full, the Wife will sign over the 1966 Mustang to the Husband. Husband waives any claim to the Wife's Cougar and Wife waives any claim to the Husband's pickup. Husband agrees to pay to the Wife an amount to reimburse her for the cost of the Mustang's insurance. Wife agrees to maintain the Mustage on her policy if Husband pays for same.

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.

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Debts. Husband agrees to pay the outstanding bills and debts incurred by the parties for necessaries, the same to be limited to those as follows:

1st Line Credit with First National Bank;
Mortgage with First National Bank;
Car Payment; and
John Deere.

Wife agrees to be responsible for the checking account with Carroll County Bank, her personal loan from Carroll County Bank, and her VISA card.

Joint Income Tax. Wife agrees, if so requested by Husband, and provided that Husband is up to date with all obligations contained in this Agreement, to execute and file joint Federal and State income tax returns for the year 1988 during which they shall be husband and wife and entitled under the applicable laws and regulations, to file joint returns. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Each party hereby assigns unto the other that share of any tax refund that may result from an overpayment in connection with his or her respective earnings or income. In case of a refund, same shall be shared equally between the parties.

Counsel Fees and Court Costs. Husband agrees to pay all court costs, including filing fees and Master's fees, etc., for any subsequent divorce action regardless of who files for same.

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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 death, or any right to receive any legal right or interest

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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 and their respective heirs, personal representatives and assigns

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for all time.

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 property herein described.

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 Husband hereby agrees and acknowledges that he has had the opportunity to obtain legal counsel to advise him of his rights and obligations under this Agreement, but chose not to do so and hereby declares that he 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

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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 Agreement, the day and year first above written.

WITNESS:

Jack P. Knight — Beverly Ann Coffman (SEAL)
BEVERLY ANN COFFMAN

Dorothy D. Poole — John Everett Coffman (SEAL)
JOHN EVERETT COFFMAN

STATE OF MARYLAND, Carroll County, to wit:

I HEREBY CERTIFY that on this 29th day of March, 1988, before me, the subscriber, a Notary Public of the State and _____ aforesaid, personally appeared, BEVERLY ANN COFFMAN, 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.

Jack P. Knight
NOTARY PUBLIC

NOTARY PUBLIC CARROLL CO., MD.

My Commission Expires:
July 1, 1990

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STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY that on this 25th day of March, 1988, before me, the subscriber, a Notary Public of the State and that aforesaid, personally appeared, JOHN EVERETT COFFMAN, 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.

DOROTHY D. POOLE NOTARY PUBLIC CARROLL CO., MD.

Dorothy D. Poole
NOTARY PUBLIC

My Commission Expires:
7/1/90

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BEVERLY ANN COFFMAN	*	IN THE
PLAITNIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN EVERETT COFFMAN	*	CARROLL COUNTY
DEFENDANT	*	

* * * * * *

STIPULATION

IT IS HEREBY AGREED AND STIPULATED between the parties, BEVERLY ANN COFFMAN and JOHN EVERETT COFFMAN, as follows:

That the Voluntary Separation and Property Settlement Agreement between the parties dated March 19, 1987 be modified as to the Child Support Paragraph, to read the Husband shall pay to the Wife as a contribution towards the support of their minor child, namely, NICOLE LYNN COFFMAN, born 9/3/82, the sum of Seventy Five Dollars ($75.00) per week, payable on each and every Friday.

Beginning with the first Monday in June, 1989, the weekly sum for said child shall be automatically increased each year, beginning with the first payment in June, 1989 and in June of each year thereafter, by 1/52 of the amount computed by multiplying the amount of support due presently for said child for the prior calendar year by the percentage of increase, if any, in the Bureau of Labor Statistics Consumer Price Index, Urban Wage Earners and Clerical Workers -- REvised (1967=100), All Items (Baltimore, Md.),

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8/23/88

(the "CPI-W") as of the beginning of the then current calendar year. If under this paragraph , the CPI-W is calculated on a base period other than 1967 = 100, the index figure shall be converted pursuant to any formular provided by the Bureau of Labor Statistics.

BEVERLY ANN COFFMAN
PLAINTIFF

JOHN EVERETT COFFMAN
defendant

6/14/86 ?

MARIA LEONA BROWN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MORRIS B. BROWN, JR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5937

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 12th day of September, 1988, that the Plaintiff, MARIA LEONA BROWN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MORRIS B. BROWN, JR.; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 19, 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, to wit, MARIA LEONA SCHWARZ; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding including the Master's fee in the amount of Seventy-Two Dollars ($72.00).

JUDGE

Filed Sept 12 1988

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

This Voluntary Separation and Property Settlement Agreement is entered into this 19th day of August, 1986, by and between MORRIS BLADEN BROWN, JR. ("Husband") and MARIA LEONA SCHWARZ ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 24, 1982 in Carroll County, Maryland. No children were born to them as a result of their marriage. They are now, and have been since February 26, 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 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 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 each shall seem advisable for his or 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 or 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.

Pl. #1 8/29/86

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 hereto 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 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, Family Law Article 8-201 et seq., Annotated Code 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 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 each 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.

3. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of 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

A. Husband agrees that he shall convey the 1981 Camaro (presently titled in his name) to Wife Simultaneously with the execution of this Agreement. Husband shall retain as his sole and separate property, free of any claims of Wife, the 1982 Chevrolet Pick-up truck.

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 (that is, at Wife's parent's residence, including but not limited to the Electric Oven, the Gympax weight lifting system, the Stereo with turntable and cassette player, and her Horse "Let-Me-Dance") shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. It is agreed that the Sofa Bed presently at Husband's residence is Wife's property and Wife shall remove said Sofa Bed from Husband's residence prior to September 1, 1986.

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 with the exception of the Sofa Bed aforementioned.

5. 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.

6. 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, §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, §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.

7. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with any divorce proceeding brought by either party in the past, present or future. Notwithstanding the aforegoing, the parties agree to share equally between them all court costs from such a divorce proceeding, including any Masters

fee. Additionally, Husband agrees to reimburse Wife for one-half the cost of the expense incurred in the preparation of this Separation Agreement.

8. 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.

9. 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.

10. NON-MODIFIABILITY

None of the provisions of this Agreement shall be subject to modification by any Court.

11. 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.

12. 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. No provision of this Agreement shall ~~not~~ 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.

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 test 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.

15. INTEGRATION CLAUSE

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, 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 hand and seals the day and year first above written.

WITNESS:

Evelyn M. Barnes — Morris Bladen Brown Jr.
MORRIS BLADEN BROWN, JR.

Coleen Clements — Maria Leona Schwarz
MARIA SCHWARZ BROWN, now
MARIA LEONA SCHWARZ

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

I certify that on this 12 day of august, 1986, the above named MORRIS BLADEN BROWN, 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 understandings thereof.

As witness, my hand and notarial seal.

Evelyn M. Barnes
Notary Public
My Commission Expires: 7-1-90

1540 W. old Liberty Rd.
Sykesville, Md. 21784

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

I hereby certify that on this 19th day of August, 1986, the above named MARIA SCHWARZ BROWN, now MARIA LEONA SCHWARZ, 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 CLEMENTS NOTARY PUBLIC CARROLL CO., MD

Coleen Smith Clements
Notary Public
My Commission Expires: 7-1-90

GRADY A. DILLOW	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
GLORIA LOUISE DILLOW	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5952

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 12TH day of September, 1988, that the Plaintiff, GRADY A. DILLOW, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, GLORIA LOUISE DILLOW; and

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

Lule K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MO
Sep 12 9 10 AM '88
LARRY W. SHIPLEY CLERK

DEBORAH MARTZ HAWK	:	In the
Plaintiff	:	Circuit Court
vs	:	for
WILLIAM NESLON HAWK, JR.	:	Carroll County
Defendant	:	Case No. CV 4448

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-eight, that the above-named Plaintiff, Deborah Martz Hawk, be and she is hereby granted an Absolute Divorce from the Defendant, William Neslon Hawk, Jr.; and

It is further ORDERED that the Voluntary Separation and Proeprty Settlement Agreement by and between the parties hereto, dated November 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 ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MO
Sep 16 9 43 AM '88
LARRY W. SHIPLEY CLERK

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 13th day of November, 1987, by and between DEBORAH MARTZ HAWK, hereinafter referred to as "Wife", and WILLIAM NELSON HAWK, JR., hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS the parties hereto are now Husband and Wife having been legally married by a religious ceremony on the 21st day of May, 1983 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 6th day of July, 1987, 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 & HESS, P.A.
ATTORNEYS AT LAW
108 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 voluntarily separated on the 6th day of July, 1987, 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 expressly waives the right to assert a claim which now exists or may hereafter arise for a Limited Divorce or an Absolute Divorce 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.

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 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, 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 Wife, Husband shall remove from the Wife's residence those items listed on Schedule A, which items shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife.

The parties further agree that 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, with the exception of those items listed on Schedule B, which is attached hereto and incorporated herein as part hereof. Upon reasonable advance notice to the Husband, Wife shall remove from the Husband's residence those items listed on Schedule B, which items shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the 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, free and clear of any interest of the other and as evidence thereof, the parties hereto do hereby expressly release and waive unto the other any right,

title or claim that they have or may have in the others aforesaid property, whether past, present or future.

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

The parties further agree that Wife shall retain the care and custody of the parties' dog "Ransom" until such time as Husband and Wife are granted a final divorce. Thereafter, the parties agree that the care and custody of the aforementioned pet shall revert to the Husband.

WAIVER OF ALIMONY

In consideration of the mutual Agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party hereby expressly releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, that they have or may have, 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 1986 Chrysler 5th Avenue, 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 hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1984 Nissan Truck, 1967 Chevrolet Camaro, and 1956 Ford Truck, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title(s) for said automobile in his name

alone. Husband shall pay the cost, if any, for the transfer of title(s).

The parties further agree that simultaneously with the execution of this Agreement they will list their 1967 Chevrolet Nova automobile for sale and upon the occurence of said sale to divide the proceeds thereof equally among themselves.

WAIVER OF RETIREMENT, PENSION AND/OR DEFERRED COMPENSATION

In consideration of the mutual agreement of the parties to voluntarily live separate and apart and the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party hereby expressly releases and waives unto the other any right, title or claim that they have or may have to the other's retirement, pension and/or deferred compensation whether past, present or future.

DISPOSITION OF REAL PROPERTY

(a) Wife owns the improved premises known as 505 Daisy Drive, Taneytown, Maryland 21787 ("the Home"); said Home being titled solely in Wife's name and purchased prior to her marriage to Husband. The Home is subject to the lien of a mortgage. Simultaneously with the execution of this Agreement, Husband shall convey to Wife and/or waive any and all right, title and interest, that Husband has or may have in and to the Home as a result of the parties' marriage, whether past, present or future, and shall execute any deed, deed of trust, assignment, or other documents that may be reasonably necessary for the conveyance or waiver of such right, title and interest.

Wife shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to water and utility bills, real property taxes, telephone bills,

insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Wife shall hold and save harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

(b) Husband owns unimproved property in Hampshire County, West Virginia; same being titled in his name and purchased during the parties' marriage. Simultaneously with the execution of this Agreement Wife shall convey to Husband and/or waive any and all right, title and interest now or in the future that Wife has or may have in and to the aforesaid property as a result of the marriage, whether past, present or future, and shall execute any deed, deed of trust, assignment or other documents that may be reasonably necessary for the conveyance or waiver of such right, title and interest.

(c) The parties own as tenants by the entireties, unimproved property known as Lot B3 Wilders Run, Westminster, Maryland 21157. By mutual agreement, the parties hereto have listed said property for sale with a real estate broker of their choosing. The parties agree that any offer to purchase the property at a price of or exceeding Thirty Three Thousand Dollars ($33,000.00) may be accepted by either party. The parties may not accept any other offer without an express agreement between them.

Upon the sale of the aforesaid property, the parties hereto agree that the proceeds therefrom shall be distributed at settlement as follows:

1. To pay any broker's fee/commission and/or attorneys fee incurred in connection with the sale.

2. To pay all expenses of sale and closing costs.

3. To payoff the Home Equity Loan.

4. To pay the balance on the parties' Choice Credit Card that existed as of July 6, 1987.

5. To payoff the Choice Ready Credit.

6. To reimburse Husband for cost of well installation up to a maximum amount of Nineteen Hundred Dollars ($1,900.00).

7. To reimburse Husband for payments made on the parties Home Equity Loan as specified under the Outstanding Obligations heading of this Agreement.

8. To reimburse Wife for payments made on the parties credit balances as specified under the Outstanding Obligations heading of this Agreement.

9. Remaining proceeds of sale to be divided equally between Husband and Wife.

DISPOSITION OF SETTLEMENT PROCEEDS

Wife agrees to pay Husband the sum total of One Thousand Dollars ($1,000.00) in full and complete satisfaction of any right, title, interest or claims Husband has or may have, whether past, present or future, in or against the settlement proceeds recovered by Wife as a direct result of the personal injuries she sustained in a motor vehicle accident that occurred on or about November 13, 1986. The parties further agree that the aforesaid One Thousand Dollars ($1,000.00) shall be paid to Husband from the proceeds of sale of the parties unimproved property as specified in Paragraph C of the Dispositon of Real Property heading.

Husband further agrees, except as otherwise expressly provided herein, to release and waive unto Wife any right, title, interest or claim that he has or may have in the aforesaid settlement proceeds whether past, present or future.

OUTSTANDING OBLIGATIONS

Except as otherwise expressly provided herein, Husband shall assume full responsibility for the payment of Twelve Hundred Dollars ($1,200.00) toward the balance on the parties' Home Equity Loan and shall hold Wife harmless and shall indemnify her from any and all liability for any such debt. Thereafter, Husband shall continue to make all payments on the aforesaid loan until such time as the parties unimproved property as specified in Paragraph C of the Disposition of Real Property heading shall go to settlement. Upon the occurrence of the aforesaid settlement, Wife agrees to reimburse Husband an amount equal to one-half (1/2) of all payments Husband shall make on the parties Home Equity Loan that are in excess of the Twelve Hundred Dollar ($1,200.00) liability Husband has assumed as hereinbefore specified. 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.

Except as otherwise expressly provided herein, Wife shall assume full responsibility for the payment of the parties' Choice Credit Card and Choice Ready Credit balances up to a maximum amount of Twelve Hundred Dollars ($1,200.00) and shall hold Husband harmless and shall indemnify him from any such debt. Thereafter, Wife shall continue to make all payments on the aforesaid credit balances until such time as the parties

Husband further agrees, except as otherwise expressly

unimproved property as specified in Paragraph C of the Disposition of Real Property heading shall go to settlement. Upon the occurrence of the aforesaid settlement Husband agrees to reimburse Wife an amount equal to one-half (1/2) of all payments Wife shall make on the parties credit balances that are in excess of the Twelve Hundred Dollar ($1,200.00) liability Wife has assumed as hereinbefore specified. 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.

INCOME TAX

The parties may, by mutual agreement, file joint Federal and State Income Tax Returns for the year(s) for which the parties are 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, any balances and/or refunds; provided, however, that Wife shall not be required to pay any taxes in excess of those which she would be required to pay if she did not file joint tax returns. Each party 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 during all years for which returns are filed.

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

In order to effectuate the covenants and agreements of

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 MD. FAM. LAW CODE ANN. §§ 8-201 to 8-213 (1984, 1986 Cum. Supp.), 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:

Linda S. Abbott — Deborah Martz Hawk (SEAL)
DEBORAH MARTZ HAWK

Linda S. Abbott — William Hawk Jr. (SEAL)
WILLIAM NELSON HAWK, JR.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 13th day of November, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, DEBORAH MARTZ HAWK, 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.

LINDA S. ABBOTT NOTARY PUBLIC CARROLL CO MD

Linda S. Abbott
NOTARY PUBLIC

My commission expires on July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 13th day of November 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, WILLIAM NELSON HAWK, JR., 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.

Linda S. Abbott
NOTARY PUBLIC

My commission expires on July 1, 1990

LINDA S. ABBOTT NOTARY PUBLIC CARROLL CO MD

SCHEDULE A

1. One upright freezer
2. One large window air conditioner

SCHEDULE B

1. One love seat
2. One small dresser

SANDRA C. JONES	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOHN ALVIN JONES	:	CARROLL COUNTY
Defendant	:	CASE NO. 20298 EQUITY

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, 1988, that the Plaintiff, SANDRA C. JONES, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOHN ALVIN JONES; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 18, 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.

Kate K. Burns Jr.
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 15 3 59 PM '88
LARRY W. SHIPLEY CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 18th day of June, 1985, by and between SANDRA C. JONES, hereinafter called "Wife", party of the first part, and JOHN A. JONES, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on the 8th day of September, 1962, in Montgomery County, Maryland, by a religious ceremony. Two children were born as a result of said marriage, namely, LAURA L. JONES, born July 15, 1963 and MICHAEL W. JONES, born November 6, 1966.

On the 8th day of March, 1984, 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

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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 jointed in matrimony. In order to encourage both parties to enjoy full and active lives, free to associate with whomever they wish during their separation, without fear that such associations may be misconstrued, each party hereby expressly waives and condones all causes and grounds of divorce now existing or which may hereafter occur, other than the voluntary separation of the parties as evidenced by this agreement, incompatibility, irreconciliable differences, or other non-culpable grounds.

Alimony. The Husband hereby covenants and agrees to pay to the Wife as non-modifiable alimony the sum of Two Hundred Seventy-Three Dollars and Ninety-Seven Cents ($273.97) per month during their joint lives or seventy-three (73) months whichever shall first occur. Upon the death of either party or the expiration of seventy-three (73) months, whichever shall first occur, the Wife releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance.

Real Estate. Husband shall, by such documents as may be necessary and at Wife's own cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto her all of his

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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 2110 Country Fair Lane, Sykesville, Maryland 21784. The Wife shall assume and pay, in accordance with its terms, the existing mortgage, and Wife shall indemnify and hold Husband harmless from any and all liability thereunder.

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.

Advest, Inc. Account. The Husband hereby covenants and agrees to transfer all of his rights, title and interest in the Advest, Inc. Account to the Wife. The aforesaid account should contain approximately Four Thousand Dollars ($4,000.00). In the event, however, that the account contains less than Four Thousand Dollars ($4,000.00), then in that event the Husband shall pay directly to the Wife the difference.

Cash. Husband hereby covenants and agrees that within five (5) days of the Wife's signing of this Agreement, Husband will pay to the Wife Twenty One Thousand Five Hundred Dollars ($21,500.00).

Life Insurance. Husband hereby covenants and agrees to maintain his present group life insurance coverage through his place of employment and appoint the Wife irrevocably beneficiary thereunder for a period of seventy-three (73) months of the

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signing of this Agreement. At the expiration of the seventy-three (73) months, Husband may change the beneficiary. Husband further covenants and agrees that the life insurance policy shall be not less than Twenty Thousand Dollars ($20,000.00).

Counsel Fees and Court Costs. The Husband agrees to pay to David S. Harvis, Esquire, the Wife's attorney, a total counsel fee of One Thousand Dollars ($1,000.00). Hereafter, in the event of divorce proceedings instituted by either party, the party instituting such proceedings will pay all court costs assessed therein; and each party shall be solely responsible for his or her own attorney's fees.

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

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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 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

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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 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.

Intergration 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.

Independent Counsel. 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 selection. They each regard the terms of this Agreement as

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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 laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement, the day and year first above written.

WITNESS:

Laird Varn — Sandra C. Jones (SEAL)
SANDRA C. JONES

Harry J. Phillips — John A. Jones (SEAL)
JOHN A. JONES

STATE OF MARYLAND, County of Howard, to wit:

I HEREBY CERTIFY that on this 18th day of June, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, SANDRA C. JONES, 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.

Gisela D. Seabrease
NOTARY PUBLIC

My Commission Expires:
7/1/86

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9th day of July, 1985, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared, JOHN A. JONES, 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.

Barbara J. Jefferson
NOTARY PUBLIC

My Commission Expires:
7/1/86

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JOANN SHIPLEY FRITZ	:	In the
Plaintiff	:	Circuit Court
vs	:	for
THOMAS WILLIAM FRITZ	:	Carroll County
Defendant	:	Case No. CV 5930

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-eight, that the above-named Plaintiff, JoAnn Shipley Fritz, be and she is hereby granted an Absolute Divorce from the Defendant, Thomas William Fritz; and

It is further ADJUDGED and ORDERED that the Plaintiff, JoAnn Shipley Fritz, be and she is hereby awarded the guardianship and custody of Joan Elizabeth Fritz, the minor child of the parties hereto, with the right of liberal visitation with said child 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 toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated November 24, 1986 and filed in this cause of action, be and it is hereby approved and

FILED & ENTERED
FEB 12 1 38 PM '88
CLERK OF CIRCUIT COURT
CARROLL COUNTY

Filed Sept 15, 1988

incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Defendant pay Plaintiff alimony in the amount of $150.00 per week for a five year period accounting from November 24, 1986, pursuant to said 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, §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.

Ruth H. Burn
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 24th day of Nov., Nineteen Hundred and Eighty-Six, by and between THOMAS WILLIAM FRITZ, whose present mailing address is 2 Quintal Drive, Westminster, MD 21157, hereinafter called "Husband", and JOANN SHIPLEY FRITZ whose present mailing address is 329 Hook Road, Westminster, MD 21157, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 24th day of December, 1966.

The parties have mutually agreed to voluntarily separate and did so on September 30, 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 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 September 30, 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

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legai 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, JOAN ELIZABETH FRITZ, born February 27, 1971, shall be with and remain with the Wife.

SUPPORT OF MINOR CHILDREN

(6) The Husband shall pay unto the Wife the sum of FIFTY DOLLARS ($50.00) per week. Said payments shall commence on the date of this Agreement. 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 be responsible for all medical expenses of the minor children, except expenses incurred for solely cosmetic purposes. Wife agrees not to subject the child to any prolonged medical or dental treatment program without first consulting with and advising Husband.

VISITATION

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

WAIVER OF ALIMONY

(9) Husband shall pay unto the Wife the sum of ONE HUNDRED FIFTY DOLLARS ($150.00) per week as alimony. Said payments shall commence on the date of this Agreement and shall continue until (a) Wife's death; (b) Wife's remarriage, or (c) five years from the date hereof, ~~whichever shall first occur,~~ or (d) Husband's death, whichever shall first occur. Wife hereby releases and discharges Husband from, all claims for alimony,*

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 ~~for the period specified in Paragraph 9 hereof,~~ until the date of any absolute divorce granted to either party.

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

* support and maintenance after the termination of husband's alimony obligation as herein provided.

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 1983 Jeep CJ 7 presently titled in the Husband's name shall remain 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 1979 Chevrolet Impala presently titled in Husband'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. 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.

REAL ESTATE

(13) The parties own, as tenants by the entireties, the real property and improvements known as 329 Hook Road, Westminster, Carroll Couty, Maryland. Husband hereby agrees, in consideration of the mutual promises and covenants contained herein, to convey unto Wife all of his right, title, and interest in and to said Home, and to execute such documents as may be necessary to effect such transfer. From and after the date of said transfer Wife shall assume full responsibility for the payments of the mortgage held by Carroll County Bank and Trust, the real property taxes, homeowners' insurance, and all other charges and expenses relating to said Home, and she shall indemnify and hold the Husband harmless from any claim or actions filed against him as a result of said obligations.

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

(14) All checking accounts, savings accounts, savings bonds,

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

DEBTS

(15) Husband and Wife agree that they shall cash their TEN THOUSAND DOLLAR ($10,000.00) Certificate of Deposit in Ashburton Bank and use the proceeds to pay their joint debts to Mastercard, Visa, Choice, Leggett, Sears, and JC Penney. Any excess debt or liability remaining shall be divided equally by the parties, and any excess funds shall be divided likewise.

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

WAIVER OF RIGHTS

(16) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under 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 JoAnn Ellinghaus-Jones, Wife's attorney, the sum of THREE HUNDRED DOLLARS ($300.00) for her services to Wife in connection with this Agreement. Husband and Wife covenant and agree that each shall pay his or her own attorney fees and court costs, including Master's fee, arising out of any subsequent divorce action should one of the parties later bring a Complaint of Divorce against the other.

INCORPORATION OF AGREEMENT

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

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

POWER OF ATTORNEY

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

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(20) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

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

INTERPRETATION

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

VOLUNTARY EXECUTION

(23) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his

or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 24th day of Nov., Nineteen Hundred and Eighty-Six.

WITNESS — THOMAS WILLIAM FRITZ (SEAL)

WITNESS — JOANN SHIPLEY FRITZ (SEAL)

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

I HEREBY CERTIFY that on this 24th day of Nov., 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS WILLIAM FRITZ, 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.

MICHAEL M. GALLOWAY NOTARY PUBLIC CARROLL CO. MD.

Notary Public - Commission Expires 7/1/90

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

I HEREBY CERTIFY that on this 11th day of November, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOANN SHIPLEY FRITZ, 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 CO., MD.

Notary Public - Commission Expires 7/1/90

MELISSA LYNNE WELLER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
PHILIP EDWARD WELLER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4090

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 15th day of September, 1988, that the Plaintiff, MELISSA LYNNE WELLER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, PHILIP EDWARD WELLER; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, KIMBERLY LYNNE WELLER (born January 7, 1981) and STEPHANIE LYNNE MILLER (born February 19, 1982) be and the same is hereby declared to be joint with the children residing with the Plaintiff; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Fifteen Dollars ($15.00) a week, per child, said payments being subject to the further Order of this Court and 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;

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
Sep 16 9 39 AM '88
LARRY W. SHIPLEY CLERK

(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 Consent Order dated August 5, 1987 and the Separation Agreement dated August 29, 1988, 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 open costs.

JUDGE

MELISSA LYNNE WELLER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PHILIP EDWARD WELLER	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 4090

****

CONSENT ORDER

UPON THE CONSENT of the parties, it is this 5th day of August, 1987, by the Circuit Court for Carroll County,

ORDERED that the Plaintiff and the Defendant shall have joint custody of their minor children, namely, Kimberly Lynne Weller, born January 7, 1981, and Stephanie Lynne Weller, born February 19, 1982, provided, however, that the children shall reside with the Plaintiff; and it is

FURTHER ORDERED, that the Defendant shall have the right to visit with the children, as follows: (1) Every other weekend beginning on Friday evening at 6:30 p.m. and ending on Sunday evening at 6:30 p.m.; (2) On every other of the following holidays: New Year's Eve and day, Easter, Memorial Day Weekend, July 4th, Labor Day Weekend, Thanksgiving Day, Christmas day and Birthdays; (3) For a two week continuous period over the summer of each calendar year; (4) at such other times by agreement between the parties; and it is

FURTHER ORDERED, that the Defendant shall contact the Plaintiff by telephone or otherwise confirm that he will be exercising the right to visit the children at least 24 hours prior to each weekend and each holiday visitation and at least 30 days prior to each two (2) week summer visitation, and if Defendant does not do so, he shall be deemed to have waived his right to exercise visitation on that occasion and Plainfiff may make other plans for the children on that occasion; and it is

FURTHER ORDERED, that the Defendant shall pay to the Plaintiff for the support and mantenance of the children the sum of Fifteen Dollars ($15.00) per week per child, until the first to occur 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 childs arrival at the age of eighteen (18) years; and it is

Filed August 5, 1987

FURTHER ORDERED, that each of the parties shall be responsible for one-half of the cost of health insurance for the children until the age of eighteen (18) years, and for one-half of any medical or dental expenses of the children not covered by insurance until the age of eighteen (18) years; and it is

FURTHER ORDERED, that the payments provided for herein are 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.

Luke K. Burns
JUDGE

The parties hereby consent to the passage of the aforegoing Consent Order.

Melissa L Weller
Melissa L. Weller
Plaintiff

Philip E. Weller
Philip E. Weller
Defendant

Frank D. Coleman
Silbiger & Coleman
50 Winters Street
Westminster, Maryland 21157

Attorney for Plaintiff

Roger N. Goodacre
3239 Murkle Road
Union Mills, Maryland 21157

Attorney for Defendant

VOLUNTARY SEPARATION
AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 30th day of August, 1988, by and between PHILIP EDWARD WELLER, hereinafter referred to as "Husband" and MELISSA LYNNE WELLER, herein referred to as "Wife".

EXPLANATORY STATEMENT

The parties hereto were married by on November 11, 1978 by a religious ceremony in the County of Carroll, State of Maryland. As a result of their union, there were two (2) children born of the marriage of the parties hereto; namely, KIMBERLY LYNNE WELLER, born January 7, 1981, and STEPHANIE LYNNE WELLER, born February 19, 1982. In consideration of the differences which have arisen between the parties, they agreed to separate and did if fact separate on the 17th day of October, 1986, and have lived 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 disputes concerning 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 parties hereto covenant and agree as follows, all as of the effective date of this Agreement.

Pl #1
8/30/88
gr

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, remisses, 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, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his/her property as if he/she were unmarried. Each of the parties releases all claims and demands of any kind and 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 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.

PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties hereto have divided up their personal property, including all automobiles. 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, stocks, bonds, or other securities, savings or checking accounts, and other assets of every kind, nature of character in his/her own name, free and clear of any interest of the other.

The Husband agrees that he is solely responsible for any indebtedness to the Farmers Home Administration for certain loans made in connection with his former dairy farm operations. The Husband agrees that he will hold the Wife harmless and indemnify her from any and all liability as a result of said indebtedness.

The Wife agrees to release her interests, if any she may have, in the proceeds of the sale of the farm property owned by the Husband, and to release her interest, if any she may have, in said property retained, in any manner, by the Husband.

MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties hereto, that hereinafter 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 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.

MUTUAL WAIVER OF PENSION RIGHTS

The parties hereto have agreed that neither will make any claim or demand against any interest the other may hold in any pension, profit sharing, or other retirement benefits held by the other. Therefore, the Wife releases and discharges the Husband absolutely and forever, for the rest of her life from any claim or demand past, present, and future, in regard to pension, profit sharing, or other retirement benefits accrued by the Husband; 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 in regard to pension, profit sharing or other retirement benefits accrued by the Wife.

CHILD CUSTODY AND SUPPORT

P.E.W
M.R.W

The parties have agreed to child custody arrangements and support payments and consented to the passage of a Consent Order of Court, dated August 5, 1987 which contained those agreements. The parties hereby ratify and affirm the agreements in said Consent Order which is attached hereto and made a part hereof.

DEBTS

Each of the parties hereto shall assume all responsibility 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 from and after the date of this Agreement, the husband and the 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 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.

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.

Neither party waives or condones 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 breaching 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 marriage.

The Husband hereto has been represented by Rodger N. Goodacre, Esq. and the Wife hereto has been represented by Frank D. Coleman, Esq.

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

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

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

Christine A. Goodacre
WITNESS

Philip E. Weller
PHILIP EDWARD WELLER

WITNESS

Melissa Lynne Weller
MELISSA LYNNE WELLER

STATE OF MARYLAND

COUNTY OF Carroll, TO WIT;

I HEREBY CERTIFY, that on this 24th day of August, 1988, the above named MELISSA LYNNE WELLER 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, 1990

NOTARY PUBLIC

FRANK D. COLEMAN NOTARY PUBLIC CARROLL CO., MD.

STATE OF MARYLAND

COUNTY OF CARROLL , TO WIT;

I HEREBY CERTIFY, that on this 13TH day of March 1988, the above named PHILIP EDWARD WELLER, 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 act and deed and that he has full understanding thereof.

AS WITNESS my hand and notarial seal.

My Commission Expires:
July 1, 1990

NOTARY PUBLIC

CAROL ANN HART	:	In the
Plaintiff	:	Circuit Court
vs	:	for
NORBURT MILNER BULL	:	Carroll County
Defendant	:	Case No. CV 4666

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 16 day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Carol Ann Hart, be and she is hereby granted an Absolute Divorce from the Defendant, Norburt Milner Bull; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated August 16, 1988 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that Ralph T. Uebersax, Esq., Escrow Agent for the funds of the parties herein, be and he is hereby authorized to make distribution of said funds pursuant to Paragraph 5 of said Agreement; and

It is further ORDERED that Defendant pay all open costs in these proceedings and that the Master fee be divided equally between the parties.

Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
SEP 16 9 38 AM '88
LARRY W. SHIPLEY
CLERK

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT is made this 16th day of August, 1988, by and between CAROL ANN HART, hereinafter referred to as Wife, and NORBURT MILNER BULL, hereinafter referred to as Husband.

EXPLANATORY STATEMENT

The Husband and Wife were duly married on October 24, 1982, in Carroll County, Maryland, in a religious ceremony. No children were born to the parties during their marriage. Certain irreconcilable differences developed between the Husband and Wife during the course of their marriage and have resulted in the parties agreeing mutually and voluntarily to live separate and apart. As of the 22nd of May, 1987, the parties did in fact separate and have been living separate and apart in separate places of abode without any cohabitation and with the intention of terminating their marriage. As of the date of this Agreement, the parties affirm their separation and will continue to live separate and apart. The Husband and Wife deem it in their best interest and are desirous of entering into this Voluntary Separation and Property Settlement Agreement to settle and determine the respective property rights, the question of alimony, and any other rights arising out of their marital relationship.

PL. EXHIBIT No. 1

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, agreements set forth in this Agreement, and the various acts and deeds to be performed by both the Husband and the Wife, the parties do hereby covenant and agree with each other and for their respective heirs, personal representatives, and assigns, as follows:

(1) **SEPARATION.** The Husband and Wife, having previously agreed mutually and voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation and having done so since the 22nd day of May, 1987, do hereby mutually and voluntarily agree that each party is to be free from interference, authority, or control, direct or indirect, each from the other, as if each were single and unmarried, except in regard to the duties and obligations set forth in this Agreement.

(2) **MUTUAL RELEASE.** Except for the right, which each of the parties 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, all claims, demands, accounts, and causes of action which either of them may have against the other. The parties do hereby further mutually release, waive, surrender, and assign to the other, his or her heirs, personal representatives, and assigns, all the right, title and interest, and claim which said parties might now have or which they may hereafter have as the

husband, wife, 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 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, including the right to administer upon the estate of the one dying.

(3) **WAIVER OF ALIMONY.** In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained in this Agreement for the 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 agree that the provisions of this paragraph shall not be subject to modification by the court and neither party will make a claim against the other at any time in the future for alimony.

(4) **CREDIT ACCOUNTS.** The parties hereby agree that all credit accounts held jointly by the parties shall be terminated as of the date of this Agreement. Both the Husband and the Wife covenant that neither party shall pledge the credit of the other for the purchase of any personal or real property as of the date of this Agreement.

(5) **PERSONAL PROPERTY.** The parties agree that Husband will deliver to Wife within twenty (20) days of this Agreement the following items: brown lambskin rug; abstract painting; homemade kitchen knife; two cut-glass lamps (gift to Carol from her Mother); three large oil paintings; all Christmas items (both premarital and marital) which remain in Husband's possession; three Queen Ann living room tables; and Five Hundred Dollars ($500.00) for the blue and white rug. The $500.00 will be paid to Wife from Husband's portion of the monies held in escrow at the time of disbursing those funds. Husband releases all right, title and interest he may have in the above-cited items.

Husband shall have the sole and exclusive use of the following items in which Wife releases all right, title and interest: Early American dining room table set consisting of tressel table with extensions and table pads, six chairs, buffet and hutch; four wooden breakfast bar stools; beige velour recliner; Kenmore almond heavy-duty washing machine and electric clothes dryer and side-by-side refrigerator/freezer.

All remaining marital property which is in Husband's possession will be divided equally between the parties within twenty (20) days of this Agreement.

The parties acknowledge that other personal property was previously sold at auction in August, 1987, and the proceeds of that sale were $16,900.71. Each party previously has received $3,000.00 from that sum and the remaining balance will be divided equally between the parties yielding to each the sum of $5,450.35. This money is currently being held in escrow.

Also held in escrow are the proceeds of sale from the marital home located on Emory Road in the amount of $255,158.73. The parties agree that Husband contributed 67.03% and Wife contributed 6.03% to the acquisition cost of the home and that the remaining percentage, 26.94%, is marital property to be divided equally between the parties. Using this proportion regarding the acquisition cost, Husband is entitled to $205,402.77 from the sale of the house. Similarly, Wife's interest in the proceeds of sale of the Emory Road property total $49,755.96. Each of the parties will pay at the time of settlement from the escrow account $8,350.00 to Mary Rita Hart in repayment of funds advanced to the parties to acquire the Emory Road property.

After payment to the parties of the amounts set forth above (to Husband a total of $202,503.12 which equals his portion of the house sale proceeds, plus one-half auction proceeds, minus one-half the Hart debt) and (for Wife this sum represents $46,856.30) any remaining balance held in escrow will be divided between the parties as follows: 80.5% to Husband and 19.5% to wife. The parties further agree that attorneys fees and costs incurred in the maintenance of the escrow account will be divided according to the same percentages, Husband will pay 80.5% and Wife 19.5%.

(6) REAL ESTATE. The parties own no real property jointly.

(7) MARITAL PROPERTY ACT RELEASE. Except as otherwise provided in this Agreement, each of the parties, having full knowledge of Family Law Article, Section 8-201 through 8-213, of the Annotated Code of Maryland, as amended, for himself, or herself and his or her respective heirs, personal representatives, and assigns does hereby release all claims, demands, and interest arising under the aforesaid law or any amendments thereto from time to time, including but not limited to any claim to marital property and/or any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property.

(8) RIGHTS AS SURVIVING SPOUSE. Except as otherwise provided herein, each party waives his or her inheritance rights to the other's estate. Each party also waives his or her right to act as the other's personal representative. It is the intention of both parties that they may deal with their separate estates as if they were unmarried. Upon the death of either, the decedent's property shall pass by will or under the laws of descent as if the parties were unmarried at such time. Each party reserves the right to name the other in any will executed subsequent to the date of this Agreement.

(9) ATTORNEYS FEES AND COURT COSTS. The parties agree that each will pay his/her own attorneys fees. Husband will be responsible for any open costs and ½ of the Master's fee in this matter. If either party breaches this Agreement or any subsequent agreement between the parties, then the breaching party shall be responsible for the reasonable attorneys fees and costs incurred by the non-breaching party.

(10) INCORPORATION INTO DIVORCE DECREE. The parties agree and understand that if either party seeks a divorce each party reserves the right to have this Agreement incorporated by the Court into the Divorce Decree and that neither party waives any right or ground for divorce.

(11) THIS AGREEMENT IN GENERAL. The Husband and Wife declare that they fully understand all the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily without duress and undue influence. Each of the parties has been represented by counsel and has reviewed this Agreement with counsel. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, oral or written, other than those expressly set forth in this Agreement. It is the intention and agreement of the parties that no changes to any provision of this Agreement shall be effected in any manner whatsoever, except by subsequent written agreement by the parties, executed in the same formality and in the same manner as the execution of this Agreement. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. If either party to this Agreement breaches this Agreement then the other 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.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on the day and year indicated.

WITNESS:

Kay B Partridge

Carol Ann Hart (SEAL)
CAROL ANN HART

Norbert Milner Bull (SEAL)
NORBURT MILNER BULL

STATE OF MARYLAND, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 9th day of August, 1988, before me, the subscriber, a Notary Public in and for the State and County of Howard, personally appeared CAROL ANN HART, who made oath in due form of law under the penalties of perjury that the matters and facts set forth in the foregoing Agreement are true and correct to the best of her personal knowledge, information and belief, and that she freely and voluntarily executed this Agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Kay B Partridge
Notary Public

My Commission Expires:
9/1/90

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1988, before me, the subscriber, a Notary Public in and for the State and County of Carroll, personally appeared NORBURT MILNER BULL, who made oath in due form of law under the penalties of perjury that the matters and facts set forth in the foregoing Agreement are true and correct to the best of his personal knowledge, information and belief, and that he freely and voluntarily executed this Agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

THOMAS C. MANSFIELD NOTARY PUBLIC CARROLL CO.

Notary Public

My Commission Expires:
Sept. 1, 1988

kpp\lit\hart.vsa c:5

CHARLES W. BATTAGLIA	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOAN E. BATTAGLIA	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5485

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 1988, that the Plaintiff, CHARLES W. BATTAGLIA, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JOAN E. BATTAGLIA; and

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

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
Sep 16 9 10 AM '88
LARRY W. SHIPLEY
CLERK

MARIA E. BENGE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WADE M. BENGE	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5549

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, 1988, that the Plaintiff, MARIA E. BENGE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WADE M. BENGE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 5, 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 be and she is hereby authorized to resume the use of her maiden name, to wit, MARIA E. THORN; and

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

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
Sep 16 9 52 AM '88
LARRY W. SHIPLEY
CLERK

VOLUNTARY SEPARATION AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 5 day of February, 1987, by and between MARIA E. BENGE of Westminster, Carroll County, Maryland, hereinafter referred to as "Wife", and WADE M. BENGE of Reisterstown, Baltimore County, Maryland hereinafter referred to as "Husband".

The parties hereto were married by a civil ceremony on May 10, 1985 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 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

Pln # 1 8/30/88

separate on January 15, 1987 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 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.

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.

Additionally, Husband shall have as his own free from any claim thereon by Wife that household funiture subject to financing through Northwest Financial, and to which he pays $68.73 monthly for same; Husband holds Wife harmless with respect to the financing through Northwest Financial and shall reimburse Wife for any expenses incurred by her by reason of his failure to timely pay Northwest Financial as above noted.

Husband shall have as his sole property the Pontiac automobile and the Yamaha motorcycle. Wife shall have as her sole property the Ford automobile.

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.

Maria E. Benge (SEAL)
MARIA E. BENGE

Wade M. Benge (SEAL)
WADE E. BENGE

STATE OF MARYLAND, ~~CARROLL~~ Balto. COUNTY, to wit:

On this 5 day of Feb, 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared MARIA E. BENGE, 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: 7-1-90

STATE OF MARYLAND, ~~CARROLL~~ Balto. COUNTY, to wit:

On this 5 day of Feb, 1987, before me,

a Notary Public in and for the State and County aforesaid, personally appeared WADE M. BENGE, 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: 7-1-90

DIXIE LEE RAY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
GARRY BROWN RAY	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5687

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, 1988, that the Plaintiff, DIXIE LEE RAY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GARRY BROWN RAY; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, GARRY BROWN RAY, JR. (born August 18, 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 Forty Dollars ($40.00) 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

CLERK CIRCUIT COURT FILED IN OFFICE SEP 19 2 32 PM '88 RECORDED IN CIRCUIT COURT RECEIVED

Filed Sept 16, 1988

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 February 11, 1988 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 11th day of February, 1988, by and between DIXIE LEE RAY, (hereinafter called "Wife"), party of the first part, and GARRY BROWN RAY, (hereinafter called "Husband"), party of the second part.

Explanatory Statement

The parties hereto were married by a religious ceremony on June 2, 1966 in Baltimore County, Maryland. Three children were born as a result of this marriage, namely, Gina Michele Ray, on June 11, 1967; Heather Lee Ray on August 17, 1968; and Gary Brown Ray, Jr. on August 18, 1971. The two older children are emancipated, the younger child, Gary Brown Ray, Jr., will reside with his Mother.

Differences have arisen between the parties and they are now and have been since June 10, 1986, living separate and apart from one another voluntarily and by mutual consent, 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 the remaining minor child, maintenance and support, alimony, counsel fees, the 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 natural relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties

Phil 8/30/88 gm

hereby covenant and agree as follows, all as of the effective date hereof:

ARTICLE 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 single and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall be deemed 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.

ARTICLE II

Child Custody and Visitation

The Wife shall have the care, custody and control of the remaining minor child, with the right and privilege of Husband to visit the said child at all reasonable times and places.

ARTICLE III

Child Support

The Husband shall pay to the Wife, for the support and maintenance of the said child, the sum of Forty Dollars ($40.00) per week, until any of the following events shall occur with respect to the minor child:

A. death of the Child or Husband;

B. marriage of the Child;

C. the Child's becoming self-supporting, or

D. the Child's arrival at the age of eighteen (18) years.

It is understood that the Mother will claim the said minor Child as her taxable deduction when she files her next IRS Form as a single married parent head of household.

ARTICLE IV

Alimony

In consideration of these premises and other good and valuable consideration, the Husband and Wife mutually agree to waive all claims and rights to alimony, past, present and prospective.

ARTICLE V

Life Insurance

The Husband herein agrees, should he have any life insurance policy, to assign equally said policy to his three children as co-beneficiaries.

ARTICLE VI

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 or securities, free and clear of any interest of the other which is now registered in their respective names. It is also understood that the gun collection now in the residence of the Wife will be turned over to Husband at the signing of this Agreement.

ARTICLE VII

Real Property

The parties own, as tenants by the entireties, improved property located on Broad Lane, Box 338, Falling Waters, West Virginia 25419. The parties agree to continue ownership of this property with each paying 50% towards its maintenance, upkeep and taxes. It is further understood that any dividends obtained from the rental of said property or its eventual sale, will be evenly divided between the parties herein.

ARTICLE VIII

Outstanding Debts - No
Further Pledge of Credit

The parties represent unto each other that their are no bills or debts for which the other is responsible other than those hereinafter listed. The parties hereto further agree that no 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 provision. The parties further agree that neither shall charge, cause, or permit to be charged to, or against the other, any purchase or purchases which either of them shall 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 party will promptly pay all debts and discharge

any financial obligation which each shall incur for himself or herself.

It is understood that the parties now share a bill with Sears Roebuck and Company (Hagerstown, Maryland) in which they have agreed to split equally between themselves.

ARTICLE IX

Reservation of Grounds For Divorce

Neither party waives or condones any claim for divorce which either may have against the other, now or at anytime in the future, and each party expressly reserves the right to assert any such claim.

ARTICLE X

Counsel Fees and Court Costs

Each of the parties shall pay his or her own counsel fees incurred in connection with any future divorce proceedings pursuant to this Agreement. However, the Husband agrees to pay one-half of the legal fees for preparation of this Voluntary Separation and Property Settlement Agreement, which shall not be more than $200.00, and all Court costs associated with any eventual divorce proceedings, which likewise shall not be more than $200.00.

ARTICLE XI

Incorporation in Divorce Decree

With the approval of any Court of competent jurisdiction in which any divorce proceeding between the parties may be instituted at anytime in the future, this Agreement shall be incorporated in said divorce decree. 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 the respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof.

ARTICLE XII

Voluntary Agreement

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 the respective rights and obligations growing out of or incident to their marriage.

ARTICLE XIII

Married Name

The Wife desires to retain her married name of Dixie Lee Ray.

ARTICLE XIV

Full Understanding

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. 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:

Thelma E. Katz — Dixie Lee Ray
DIXIE LEE RAY

Thelma E. Katz — Garry Brown Ray
GARRY BROWN RAY

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 11th day of February, 1988, the above named DIXIE LEE RAY 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 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.

Thelma E. Katz
Notary Public

My Commission Expires:
7-1-90

I HEREBY CERTIFY that on this 11th day of February, 1988, the above named GARRY BROWN RAY 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 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.

Thelma E. Katz
Notary Public

My Commission Expires:
7-1-90

NANCY LYNN BABYLON	:	IN THE
Plaintiff	:	Circuit Court
VS	:	FOR
JOHN EDWARD BABYLON, JR.	:	Carroll County
Defendant	:	Case No: CV 5845

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 [illegible] day of [illegible]; Nineteen Hundred and Eighty-eight; that the above-named Plaintiff Nancy Lynn Babylon; be and she is hereby granted an Absolute Divorce from the Defendant; John Edward Babylon; JR:; and

It is FURTHER ADJUDGED and ORDERED that the Plaintiff; Nancy Lynn Babylon; be and she is hereby awarded the guardianship and custody of Timothy Edward Babylon; the minor child of the parties hereto; with the right unto the Defendant; John Edward Babylon; JR:; 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 Voluntary Separation and Property Settlement Agreement by and between the parties hereto; dated June 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 Defendant pay direct unto the Plaintiff the sum of $100.00 per week; etc: pursuant to Paragraphs

Filed Sept. 29, 1988

6 and 7 of said Agreement 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 §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 a judgment due to Defendant's failure to provide medical insurance for the minor child in the amount of $1,552.08 plus one-half of uninsured medical and dental expenses (one-half of $409.32) in the amount of $204.66, for a total judgment of $1,756.74, be and the same is hereby entered in favor of the Plaintiff, Nancy Lynn Babylon, and against the Defendant, John Edward Babylon, Jr.; and

It is further ORDERED that Elwood E. Swam, Esq., be and he is hereby appointed Trustee to arrange for the equal division between the parties of the IRA account at First National Bank, designated

"John E. Babylon, Jr.", Account No. 021-051-197519; and

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

Luke K. Burns, Jr.
Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 18th day of June, 1987, by and between JOHN EDWARD BABYLON, hereinafter referred to as "Husband," and NANCY LYNN BABYLON, hereinafter referred to "Wife," both of Carroll County, Maryland.

Explanatory Statement

The parties were married by a religious ceremony on October 4, 1968 in Carroll County, Maryland. One child, namely Timothy Edward Babylon (born October 19, 1976) was born to parties as a result of their marriage.

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. The parties mutually desire to formalize the voluntariness of their separation by this Agreement and to settle all questions of support of themselves and each other, custody of their son, 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, the parties hereby covenant and agree as follows, all of as of the effective date hereof.

1. Separation and Non-interference. The parties

Pl. Exhibit No. 1

having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without any cohabitation, 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 cohabitate or dwell with him or her.

2. Independent Counsel. Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement, without relying upon any representations other than those expressly set forth herein. 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.

3. Waiver of Alimony. Each party hereby waives any and all claims which they may have past, present or future, to alimony, support and maintenance, both pendente lite and permanent.

4. Legal Fees and Court Costs. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. If a proceeding for absolute divorce is brought by either party against the other, the party

bringing said action shall be responsible for all Court costs thereof, including but not limited to any Master's fee incurred in the obtaining of a final divorce.

5. Child Custody and Visitation. Wife shall have the care and custody of Timothy Edward Babylon (born October 19, 1976), with the right on the part of the Husband to visit and have said child with him at all reasonable times and places.

6. Child Support. Beginning the earlier of the date Wife moves to an apartment leased in her name or August 1, 1987, Husband shall pay to Wife the sum of $100.00 per week for the support and maintenance of Timothy Edward Babylon. The child support obligation set forth in this paragraph shall continue until the first to occur of any of the following events: (1) death of the said 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.

Beginning with the year in which an absolute divorce is granted, Wife agrees that for each odd-numbered calendar year in which Husband shall have made all child support payments which he is obligated to make, she shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim the Child as a dependent for the odd-numbered calendar year. Wife shall give such executed declaration to Husband upon his request, on or after January 1 each even-numbered year for the odd-numbered calendar year just ended, to enable Husband to attach it to his income tax returns.

MYB JEB MYB JEB MYB AEB

7. Medical Insurance and Expenses. Husband shall maintain his existing medical insurance coverage for the benefit of Wife or replace the same with and maintain comparable insurance until the first to occur of the following events: (a) death of either Husband or Wife or (b) absolute divorce of the parties.

Husband shall maintain his existing medical insurance coverage for the benefit of Timothy Edward Babylon or replace the same with and maintain comparable insurance so long as Husband has any duty of support of said child pursuant to Paragraph 6 of this Agreement. Husband and Wife agree that each of them shall be responsible for payment of one-half (1/2) the reasonable and necessary uninsured medical and dental expenses of said child.

8. Real Property. The parties own as tenants by the entireties, improved premises in Carroll County known as 3267 Charmil Drive, Manchester, Maryland 21102 (the "Home"). The Home is subject to the lien of a mortgage. THe parties agree to list the Home for sale with O'Connor, Piper & Flynn or a real estate broker to be selected by agreement of the parties or their counsel. The parties may accept any offer less than the listing price only by agreement between them. Husband may continue to occupy the Home until the closing, and shall be responsible for timely paying all expenses thereof, including but not limited to mortgage payments, water and utility bills, real property taxes, telephone bills, and insurance premiums on the Home and contents; provided, however that the cost of any major necessary repairs or any improvements which may be necessitated by the sale of the

Home shall be divided equally between the parties. Upon the sale of the Home, the net proceeds of sale shall be divided equally between the parties, without contribution to either party for payments made after the separation of the parties, except that if Husband pays the 1987-88 or any subsequent real estate taxes prior to closing, Wife shall at closing reimburse Husband for one half (1/2) of any and all such taxes paid by him, out of her portion of the net proceeds of sale. 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 jointly incurred attorney's fees incurred in connection with the sale, (b) all expenses of sale and closing costs, and (c) the principal, accrued interest and any prepayment penalty due on the mortgage, home improvement loan, and Mastercard.

9. Personal Property. Prior to the execution of this Agreement, the parties have divided up their tangible personal property to their mutual satisfaction.

The parties agree that all personal property listed on Schedule A, attached hereto, is the sole and exclusive property of Timothy Edward Babylon and that all personal property listed on Schedule B, attached hereto, is the sole and exclusive property of Wife. The parties agree that all other tangible personal property and household chattels presently located at the Home shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, except that if Husband sells any of the said tangible personal property prior to

closing on the sale of the Home, Husband shall pay to Wife one-half (1/2) the net proceeds of any and all such sales.

Husband and Wife agree to divide their joint savings account and their joint checking account equally between them, as of the date of this Agreement. The parties agree that if an absolute divorce is obtained by either of them, as of the date of the absolute divorce, they will divide equally between them the then-value of Husband's IRA (the present value of which is approximately $6990.00) and they will each pay one-half (1/2) of any taxes, penalties or other charges associated with the early withdrawal and division of this IRA.

Except as otherwise provided in this Agreement, each party shall retain as his or her sole and separate property any motor vehicles, boats, stocks, bonds, or other securities, savings and checking accounts, certificates of deposit, money market funds, pensions, profit sharing plans, individual retirement accounts, 401K plans, deferred compensation of any kind and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

10. Debts and Obligations. Husband agrees to assume as his sole and separate responsibility the loan on the 1985 Jeep titled in his name.

Husband agrees that prior to closing on the sale of the Home, he will make the minimum monthly payments required on the parties' mortgage, home improvement loan, and Mastercard. At closing, the then-remaining amount due on these three obligations

will be paid from the gross proceeds of sale, prior to the computation of the net proceeds of sale, as set forth in Paragraph 8 of this Agreement.

Except as otherwise provided in this Agreement, 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 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 will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. Income Tax Returns. The parties shall file joint Federal and State income tax returns for the calendar year 1987 if they are eligible to do so and 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 expenses in connection with his or her own income and deductions.

12. 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, Section 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 or any other State or Federal law 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.

13. Pension Waiver. Except as otherwise provided in this Agreement, each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

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, but shall not merge therein. 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 provisions hereof.

15. Further Assurances. 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.

16. Alterations, Changes, Cancellations, Etc. 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 being reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion of any part of this Agreement by the parties shall not 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 provisions pertaining to support and maintenance of Husband or Wife.

17. 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.

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

19. Interpretation. This Agreement shall be interpreted in accordance with and controlled by the laws 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 do not constitute a part of the Agreement, nor shall they affect the meaning, construction or effect of any of the paragraphs of the Agreement.

21. Voluntary Execution. 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 hereunto set their hands and affix their seals the date and year first above written.

WITNESS:

Phyllis S. Rice — John Edward Babylon
JOHN EDWARD BABYLON

Robyn E. Schaefer — Nancy Lynn Babylon
NANCY LYNN BABYLON

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 18th day of June, 1987, before me, a Notary Public, in and for the State and County aforesaid, personally appeared JOHN EDWARD BABYLON, and he made oath in due form of law that the matters 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.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:
July 1, 1990

Phyllis S. Rice
Notary Public

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 18th day of June, 1987, before me, a Notary Public, in and for the State and County aforesaid, personally appeared NANCY LYNN BABYLON, and she made oath in due form of law that the matters 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.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:
July 1, 1990

Robyn E. Schaefer
Notary Public

ROBYN E. SCHAEFER NOTARY PUBLIC CARROLL CO., MD.

SCHEDULE A

All of Tim's furniture and belongings
Gun Collection (to be held in trust by Husband until Tim is 18 years old)
Coin Collection (to be held in trust by Husband until Tim is 18 years old)

SCHEDULE B

Wife's clothing, jewelry and personal effects
dry sink
downstairs couch and 2 chairs
downstairs lamps
kitchen table
microwave
1/2 small kitchen appliances
linens for single beds
1/2 towels
T.V.
clothes hamper
front porch bench
wash stand
pie safe
1 snow shovel
1/2 antique kitchen tools
1/2 crocks
jelly cupboard
Atari
VCR
basic set of tools
curtains
living room end table
1 blanket chest
single bed
picnic table
1/2 oil lamps
hall desk
1 set dinnerware
2 lawn chairs and 1 table
clock
1/2 pictures
ingots

KAREN DIANE BRADLEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JOHN CLAYTON BRADLEY	:	Carroll County
Defendant	:	Case No. CV 5828

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-eight, that the above-named Plaintiff, Karen Diane Bradley, be and she is hereby granted an Absolute Divorce from the Defendant, John Clayton Bradley; and

It is further ORDERED that the name of the Plaintiff, Karen Diane Bradley, be and the same is hereby changed to Karen Diane Horn, her maiden name before her marriage to the Defendant, John Clayton Bradley; and

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

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 16 9 53 AM '88
LARRY W. SHIPLEY CLERK

ROSEMARY A. WIESNER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DONALD LEROY WIESNER	:	Carroll County
Defendant	:	Case No. CV 6004

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-eight, that the above-named Plaintiff, be and she is hereby granted an Absolute Divorce from the Defendant, Donald Leroy Wiesner; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated May 21, 1986 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

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

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 16 9 48 AM '88
LARRY W. SHIPLEY CLERK

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21st day of May, 1986, by and between ROSEMARY A. WIESNER, of Carroll, State of Maryland, hereinafter referred to as "Wife," and DONALD L. WIESNER, of Anne Arundel County, State of Maryland, hereinafter referred to as "Husband."

WHEREAS, the parties hereto are now Husband and Wife, having been legally married by a civil ceremony in Frederick County, Maryland, on December 31, 1968, and whereas, certain irreconcilable differences have arisen between the said parties for which reason they have now voluntarily consented and agreed to separate and no longer reside together as Husband and Wife, and did, in fact, separate on January 3, 1986, 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 right, 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 incomes, obliga-

Pl. Exhibit No. 1

tions and needs, and after due consideration, do freely, finally and voluntarily covenant and agree as follows:

FIRST: Except as may otherwise be provided herein, all of the clothing, personal effects and personal property of whatever description now in the possession of either Husband or Wife shall be the respective property of each, individually, free and clear of any claim of the other. All real property or other personal property or vehicles bearing evidence of title in the name of one of the parties only shall be his or her sole and separate property.

SECOND: The parties agree that by these presents, Husband will convey unto Wife all of his right, title, estate, and interest in and to the remainder of that tract or parcel of land containing 23-3/4 acres and 25 square perches, more or less, more fully described and conveyed unto them by deed of William C. Hanlin, Personal Representative, which said deed is recorded among the Land Records of Carroll County in Liber C.C.C. No. 580, folio 338, etc. Wife expressly agrees to indemnify and hold Husband harmless from any and all personal liability which may accrue to him under and by virtue of a Deed of Trust securing said property to Trustees for Baltimore Federal Savings and Loan Association, recorded among the Land Records of Carroll County in Liber C.C.C. No. 703, folio 422, etc.

THIRD: Each party does hereby agree to release and discharge the other from any and all obligations of further support other than provided herein, 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 for which he or she may be liable hereafter contracted by the other, it being the intention hereof that both parties hereby expressly forever waive any present or future claim he or she may have against the other for alimony, or alimony pendente lite.

FOURTH: All property individually owned by either party whether real, personal, or mixed, of any kind, character or description, or which 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. This Agreement shall operate as a full, complete and final settlement, and shall serve as a 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, including any and all rights either party may have against the other pursuant to the Maryland Marital Property Act, as set forth in the Annotated Code of Maryland, Subtitle 2 of Title 8 of the Family Law Article, 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.

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

SIXTH: Each party hereto expressly 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 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.

SEVENTH: In the event any action is instituted in the future by either party hereto against the other for an absolute divorce, this Agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and any decree or judgment entered in such action shall make no other provisions for either party, except as hereinabove provided, and said Court shall be requested by the parties hereto to incorporate this Agreement, by reference, in any decree or judgment that may be entered in any such action.

EIGHTH: 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 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 annullment 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 hereto as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

NINTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinabove set forth, and for no other purposes, 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 property herein described.

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

WITNESS the hands and seals of the parties duly witnessed and acknowledged.

WITNESS:

_____ Rosemary A. Wiesner (SEAL)
ROSEMARY A. WIESNER

_____ Donald L. Wiesner (SEAL)
DONALD L. WIESNER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of April, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROSEMARY A. WIESNER, known to me to be one of the parties to the above Agreement, and acknowledged the same to be her act and deed and further affirmed under penalty of perjury that the facts set forth therein are true to the best of her knowledge, belief and understanding.

WITNESS my hand and Notarial Seal.

THOMAS F. STANSFIELD NOTARY PUBLIC

_____
Notary Public

STATE OF MARYLAND, County OF Balto., to wit:

I HEREBY CERTIFY, that on this 21st day of May, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DONALD L. WIESNER, known to me to be one of the parties to the foregoing Agreement, and acknowledged the same to be his act and deed and further affirmed under penalty of perjury that the facts stated herein are true to the best of his knowledge, belief and understanding.

WITNESS my hand and Notarial Seal.

DANIEL T. MARCUS NOTARY PUBLIC BALTIMORE COUNTY, MD.

_____
Notary Public

TIMOTHY WAYNE CARTER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
VICTORIA LYNN CARTER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV6225

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 20th day of September, 1988, that the Plaintiff, TIMOTHY WAYNE CARTER, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, VICTORIA LYNN CARTER; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated May 22, 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

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 20 2 00 PM '88
LARRY W. SHIPLEY CLERK

MMG/kac 5/18/87
C4715

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of May, 1987, by and between VICTORIA LYNN CARTER, hereinafter called "Wife", party of the first part, and TIMOTHY WAYNE CARTER, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on October 28, 1983, in Carroll County, Maryland and no children were born to them as a result of the marriage and none is expected. Wife is the mother of one minor child; namely, JOSHUA DAVID BARE, who is in the care and custody of Wife.

On February 14, 1987, 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 terminating the marriage, and having done so since February 14, 1987, 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 agrees to carry and keep in force Blue Cross and Blue Shield insurance on the Husband until the date of any judgment of final divorce that may be entered between the parties hereto and so long as Husband shall reimburse Wife for the cost of his insurance.

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 1987 Dodge Ram 50 pick up

which is titled in the name of the said Husband. Husband agrees to indemnify and hold Wife harmless from any all liability for any and all obligations in connection with said vehicle including the obligation to Carroll County Bank and Trust Company which was incurred to purchase same. Wife shall be entitled to retain as her sole, separate and individual property the 1986 Pontiac Fiero which is titled in the name of the said Wife. Wife agrees to be solely responsible for and to indemnify and hold Husband harmless from all liability in connection with any obligation incurred in connection with said vehicle including the obligation to GMAC which was incurred to purchase same.

6. The parties agree that, other than the Mortgage on the marital home, they have no other joint debts or obligations. Each party shall be solely responsible and shall indemnify and hold the other harmless in connection with any debt or obligation upon which he or she is solely obligated or upon which either is jointly obligated with a third party.

7. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and

their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

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

9. The parties own as tenants by the entireties the real property known as R. D. #2, Box 329, Brenneman Road, Glenrock, Pennsylvania. The parties agree that Husband shall have the sole right to the use and possession of said property from the date of this Agreement until the date of any judgment of absolute divorce that may be entered between the parties. During that time, Husband shall be solely responsible for and shall indemnify and save Wife harmless from all liability in connection with the existing Mortgage on said property. Additionally, Husband shall be responsible for and shall indemnify and save Wife harmless from all liability for the payment of property taxes, insurance, maintenance and all utilities. On the date of absolute divorce, Wife shall execute a Deed conveying all of her right, title and interest in said property to Husband and Husband

shall execute a Promissory Note which shall be interest-free and shall provide for the payment of $4,000.00 five years from the date thereof. Should Husband sell the marital home prior to the maturity of the Note, Husband agrees that he shall satisfy his obligation under the Note at settlement. On the date of absolute divorce, Husband shall also exeucte a Will leaving one-third of his estate to his stepson, Joshua David Bare.

10. 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. Notwithstanding the foregoing the party who breaches any term of this Agreement shall be liabile for the reasonable attorney's fees of the other which are incurred to enforce said term.

11. 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.

12. 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.

13. 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.

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, 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.

15. 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.

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.

17. 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.

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.

Joanne Hubel — Victoria Lynn Carter (SEAL)
Witness: VICTORIA LYNN CARTER

Michael M. Galloway — Timothy Wayne Carter (SEAL)
Witness: TIMOTHY WAYNE CARTER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 22nd day of May 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared VICTORIA LYNN CARTER, 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.

H. Joanne Hubel
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 19th day of May, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared TIMOTHY WAYNE CARTER, 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: 7/1/90

MICHAEL M. GALLOWAY NOTARY PUBLIC CARROLL CO., MD.

KAREN ANN BLACK	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES HOWARD BLACK	:	Carroll County
Defendant	:	Case No. CV 5544

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 22nd day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Karen Ann Black, be and she is hereby granted an Absolute Divorce from the Defendant, James Howard Black; and

It is further ORDERED that the Separation Agreement by and between the parties hereto, datad January 12, 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
SEP 22 1 41 PM '88
LARRY W. SHIPLEY CLERK

THIS AGREEMENT, made this 13th day of January, 1987, by and between KAREN ANN BLACK, hereinafter called "Wife", party of the first part, and JAMES HOWARD BLACK, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 16, 1986. No children were born to them as a result of the marriage.

On October 8, 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

Pl. Exhibit No. 1

terminating the marriage, and having done so since October 8, 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. 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 and personal effects which the parties now have in their respective possession.

4. Wife shall be entitled to retain as her sole, separate and individual property the 1981 Mercury Capris automobile which is titled in the name of the said Wife.

5. Husband shall be entitled to retain as his sole, separate and individual property the 1980 AMC Spirit automobile which is titled in the name of the said Husband. Husband agrees to be solely responsible for the payment of the outstanding secured debt on said automobile to Loyola Federal Savings and Loan Association.

6. Husband agrees to indemnify Wife and hold her harmless for any claim or claims against Husband with respect to any indebtedness incurred by him to Yorktown Business Institute.

7. 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 he or she were unmarried.

8. 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.

9. 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.

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 and maintenance, whether past, present or future.

12. Husband and Wife covenant and agree that each shall pay hir 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 claim to any pension, retirement, profit sharing funds or annuities, past, present or future as well as 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, 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.

15. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any 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.

16. 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.

17. 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.

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.

Witness: _____ Karen Ann Black (SEAL)
KAREN ANN BLACK

Witness: _____ James H. Black (SEAL)
JAMES HOWARD BLACK

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of January ~~November~~, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KAREN ANN BLACK, 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 July 1, 1990.

STATE OF MARYLAND, Prince Georges [redacted] COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of December ~~November~~, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES HOWARD BLACK, 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.

Susan M. Hintze
Notary Public

My commission expires July 1, 1990.

PHYLLIS HUGHES	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
BILLY RAY HUGHES, SR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4935

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 26th day of September, 1988, that the Plaintiff, PHYLLIS HUGHES, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, BILLY RAY HUGHES, SR.; and

IT IS FURTHER ORDERED, that the issues of custody, child support, alimony, visitation, and division of property be reserved for future determination by the Court; and

IT IS FURTHER ORDERED, that the costs of this proceeding and the Master's fee in the amount of Seventy-Two Dollars ($72.00) be divided equally between the parties.

Dale K. Burns
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 26 11 38 AM '88
LARRY W. SHIPLEY CLERK

BRIAN P. McCARTNEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LILLIAN V. McCARTNEY	:	Carroll County
Defendant	:	Case No. CV 5249

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 26th day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Brian P. McCartney, be and he is hereby granted an Absolute Divorce from the Defendant, Lillian V. McCartney; and

It is further ADJUDGED and ORDERED that the agreement entered into by the parties hereto at the hearing before the Master on August 24, 1988, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce as follows:

1. That Defendant shall have custody of the minor children of the parties subject, however, to the continuing jurisdiction of this Court.

2. That Plaintiff shall pay Defendant child support in the amount of $50.00 per week per child, for a total of $100.00 per week, subject to the further Order of this Court.

3. That Plaintiff shall have liberal visitation with said children as follows: every other week-end from 6:00 P.M. Friday to 6:00 P.M. Sunday; one week during the summer upon giving Defendant 60 days advance notice; that the parties shall equally share each Christman and the birthdays of Karen Marie McCartney and Krystle Nicole McCartney, the minor children of the parties; every other

Filed Sept 26, 1988

holiday with the understanding that a given holiday shall shift each year from party to party, subject to the further Order of this Court.

4. That Plaintiff shall maintain his current medical coverage, or like coverage, for the minor children and Defendant shall pay all medical and dental bills not covered by insurance.

5. That Plaintiff shall maintain his current life insurance policy with said minor children named as irrevocable beneficiaries and the trustee for said children under said policy shall be the Defendant.

6. That Defendant shall have the right to claim the children for income tax purposes.

7. That the parties have divided all other property except that Defendant is to give Plaintiff the skeet thrower and Plaintiff will surrender to Defendant all children's items in his possession within 30 days of the date of the Master's hearing.

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 §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.

Judge

THERESA ANN RHODES	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JERRY VINCENT RHODES	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5547

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 26th day of September, 1988, that the Plaintiff, THERESA ANN RHODES, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JERRY VINCENT RHODES; and

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

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 26 11 32 AM '88
LARRY W. SHIPLEY
CLERK

CHARLES WILLIAM WEST	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARY ROBINSON WEST	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5567

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 26TH day of September, 1988, that the Plaintiff, CHARLES WILLIAM WEST, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARY ROBINSON WEST; 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
SEP 26 11 38 AM '88
LARRY W. SHIPLEY CLERK

BEVERLY ANN BUNK	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
RICHARD ALLEN BUNK	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5604

JUDGMENT OF DIVORCE

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

WHEREUPON IT IS ORDERED, this 26TH day of September, 1988, that the Plaintiff, BEVERLY ANN BUNK, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, RICHARD ALLEN BUNK; and

IT IS FURTHER ORDERED, that the guardianship and custody of the remaining minor children of the parties, namely, LINDA DIANE BUNK (born October 6, 1970) and RICHARD ALLEN BUNK, JR. (born February 6, 1973)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 as child support the sum of Fifty Dollars ($50.00) per week, per child which payments are subject to the continuing jurisdiction of this Court and the following provisions of law:

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CARROLL CO., MD

Filed Sept 26, 1988

(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 April 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 Plaintiff pay the costs of this proceeding.

Luke K. Bunj
JUDGE

CV 5604

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 5th day of APRIL, 1985, by and between BEVERLY ANN (FRANCK) BUNK ("Wife") and RICHARD ALLEN BUNK ("Husband").

The parties were married by a religious ceremony on April 7, 1963, in Baltimore City, Maryland. Three children were born to them as a result of their marriage; namely, LANNETTE DENICE, born September 16, 1966; LINDA DIANE, born October 6, 1970; and RICHARD ALLEN, JR., born February 6, 1973, hereinafter referred to as "Children". 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 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 consideraiton 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

Pl #1
9/6/86

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, 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.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of each Child, the sum of $50.00 per week, for a total of $150.00 per week for all Children, until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting; (4) the Child's arrival at the age of 18 years, or (5) the Child's arrival at the age of 22 years provided the child continues to reside in the home and is attending school. So long as Husband complies with the provisions of this Paragraph, he shall have the right to claim the Children as his dependents on his income tax returns, and Wife agrees not to declare the Children as her dependents on her income tax returns.

5. ALIMONY AND SUPPORT

A. Husband shall pay to Wife, as temporary alimony, the sum of $50.00 per week, payable on the first day of each week, commencing on the first day of the week following the execution of this Agreement, and continuing for a period of one year from the date of this Separation Agreement or the remarriage of Wife or the death of either of the parties. The parties acknowledge that the amount of alimony payable hereunder is subject to modification by a court of competent jurisdiction in the event of change in circumstances.

B. Mutual Waiver of Alimony:

Notwithstanding the above, it is the mutual desire of the parties that upon the termination of the temporary alimony as per section 5.A. of this Agreement 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. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will, provide a fund of not less than $15,000.00 for each Child to be used for the support, maintenance, and education of each Child, in the event of Husband's death. The said fund shall be administered by Wife and, if Husband so desires, another party as trustee. Husband's obligation under this Paragraph shall terminate, with respect to each 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.

7. PERSONAL PROPERTY

Within thirty (30) days after the execution of this Agreement, the parties shall divide up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings, or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

8. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Sykesville, Carroll County, Maryland, known as 7311 First Avenue (the "Home"). The Home is subject to the lien of a mortgage.

The parties agree to settle their mutual interests in the Home in the following manner:

A. Wife shall possess the option to purchase Husband's interest in full in the Home for the sum of Fifteen Thousand Dollars ($15,000.00) within three (3) years of the date of this Agreement.

B. Alternatively, if Wife chooses not to exercise the option granted her in Section 8.A. of this Agreement, then the parties agree to appraise the Home through a qualified real estate broker and to list the Home for sale with a real estate broker to be selected by agreement of the parties, or their counsel, when the youngest of their surviving Children attains the age of Twenty-Two (22) years. 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 the appraised price. The parties may accept any other offer only by agreement between them. Wife may continue to occupy the Home until the closing and shall have the option to purchase the Home at one-half (½) the estimated net proceeds of sale as described herein within one month of the appraisal. She shall be responsible for all expenses thereof, including but not limited to mortgage payments, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, and the cost of pest control; provided however, that the cost of any major necessary repairs or any improvements which may be necessitated by the sale of the Home shall be divided equally between the parties. Upon the sale of the Home, 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 principal, accrued interest and any prepayment penalty due on the mortgage.

9. 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 debts or obligations.

NOTWITHSTANDING the above, Husband shall assume the marital debts of the parties with Sears, Hecht's, and J. C. Penny.

10. 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 of the taxes due thereon prorata, 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.

11. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall

incur any liability on behalf of the other 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.

12. LIMITATION OF GROUNDS FOR DIVORCE

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

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. MEDICAL INSURANCE COVERAGE

Husband shall continue the current medical insurance coverage he has presently on each of the Children until each of them attains the terminal events listed under Paragraph 4 above. Husband shall further continue to carry Wife on his medical plan, or its equivalent, until the absolute divorce of the parties.

15. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further

instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

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

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

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

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

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

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

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

WITNESS:

Beverly Ann Bunk (SEAL)
BEVERLY ANN (FRANCK) BUNK

Richard A. Bunk (SEAL)
RICHARD ALLEN BUNK

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 4th day of April, 1985, the above-named BEVERLY ANN (FRANCK) BUNK, 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

STATE OF MARYLAND: COUNTY OF ~~CARROLL~~ ANNE ARUNDEL: TO WIT:

I HEREBY CERTIFY, that on this 5th day of APRIL, 1985, the above-named RICHARD ALLEN BUNK, 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 acknolwedged 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

BONNIE ANN HORNER	:	IN THE
Plaintiff	:	CIRCUIT COURT
Vs.	:	FOR
JEROME MARK HORNER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5707

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 26th day of September, 1988, that the Plaintiff, BONNIE ANN HORNER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JEROME MARK HORNER; 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
SEP 26 11 32 AM '88
LARRY W. SCHRIVER CLERK

MARK C. MOONEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
TRACY L. MOONEY	:	Carroll County
Defendant	:	Case No. CV 5820

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 26th day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Mark C. Mooney, be and he is hereby granted an Absolute Divorce from the Defendant, Tracy L. Mooney; and

It is further ADJUDGED and ORDERED that the Defendant, Tracy L. Mooney, be and she is hereby awarded the guardianship and custody of Christopher Carroll Mooney, the minor child of the parties hereto, with the right unto the Plaintiff, Mark C. Mooney, 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 Plaintiff pay unto the Defendant, 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, 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 Sept 26, 1988

on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §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 Marital Settlement Agreement by and between the parties hereto, dated November 4, 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

EXHIBIT A

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 4th day of November, 1987, by and between TRACY LYNN MOONEY, hereinafter called "Wife", and MARK CARROLL MOONEY, 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 16, 1984.

The parties have decided to live separate and apart with the inent to terminate their marital relationship. The physical separation having commenced on May 16, 1987.

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, 1987.

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. CARE AND CUSTODY OF THE MINOR CHILDREN

One child was born to the parties as a result of their marriage; namely, CHRISTOPHER CARROLL MOONEY, born May 10, 1985. That the care, custody and control of the minor child shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

The parties further agree that all significant decisions concerning the child'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. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the minor child and both parents shall participate as much as possible in making all significant decisions in the areas specifically set forth herein (except in the event of emergencies). 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.

4. SUPPORT AND MAINTENANCE FOR CHILD

Husband shall pay Wife the sum of Forty Dollars ($40.00) per week as child support in advance of each week. Each party shall pay one-half of all medical, dental and eye glass expenses for the child not covered by insurance. Wife agrees to maintain health insurance on the minor child until the child reaches the age of majority.

5. OTHER PROPERTY

Personal Property. The parties heretofore divided their personal property and furniture to their mutual satisfaction as set forth on the Memorandum Exhibit, dated June 7, 1987, attached hereto as Exhibit "A". Each party shall be entitled to the personal property in their present physical possession. 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 Toyota Cressida, titled in the name of the Husband. Husband agrees to transfer to Wife all his right, title and interest in this automobile.

Wife releases all her right, title and interest in the Pontiac automobile and Husband agrees to assume full responsibility for the car loan from First National Bank and to hold wife harmless and indemnify her for all claims arising out of the automobile loan.

6. 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. ALIMONY OR SPOUSAL 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.

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.

Charles M Fenner — Tracy Lynn Mooney (SEAL)
WITNESS — TRACY LYNN MOONEY

G. A. Wise — Mark Carroll Mooney (SEAL)
WITNESS — MARK CARROLL MOONEY

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

I HEREBY CERTIFY that on this 4th day of November, 1987, the above-named TRACY LYNN MOONEY, 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

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

I HEREBY CERTIFY that on this 12th day of October, 1987, the above-named MARK CARROLL MOONEY, 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.

Jane B. Musselman
Notary Public
My Commission Expires: 7/1/90

JANE B. MUSSELMAN NOTARY PUBLIC CARROLL CO. MD

Car (have in my name) - Toyota Cressida
Dresser, desk, nightstand - white shelf
2 lamps in bedroom
Brass quilt rack - quilts
rocking chair
Cribs - desk - chest
House decorations
T.V. in bedroom + old T.V.
Crystal
Plants
clothing + personal items
Pots + pans
Crock Pot
Kitchen utensils
Umbrella - gator
Wedding pictures + cake topper
2 picture albums
T.V. Stand
VCR
Portable Radio
Wicker plant stand
Christopher's toys - stuff
Christmas items - manger, ornaments, things
Albums

We both agree to the items listed being given to TRACY L. Mooney and the items not listed be given to Mark C. Mooney. June 6, 1987.

Mark C. Mooney 6/7/87
Tracy L. Mooney 6/7/87

EXHIBIT "A"

LEGRAND ROLAND GEORGE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DORIS JEAN GEORGE	:	Carroll County
Defendant	:	Case No. CV 5908

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 26th day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, LeGrand Roland George, be and he is hereby granted an Absolute Divorce from the Defendant; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated September 13, 1985 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
SEP 26 11 37 AM '88
LARRY W. SHIPLEY CLERK

EXHIBIT A

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 13 day of September, 1985, by and between LEGRAND ROLAND GEORGE, of Carroll County, Maryland, herein called "Husband", and DORIS JEAN GEORGE, 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 City, Maryland, on January 9, 1962, 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 30, 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

Pl. Exhibit No. 1

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

PERSONAL PROPERTY

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 husband and wife that husband will transfer to wife any and all interest that he may have in and to a 1974 Lincoln automobile, a 1971 Pontiac automobile and a 1977 Mercury automobile. Wife agrees to indemnify and hold husband harmless regarding the transfer and ownership of said vehicles.

It is agreed by and between husband and wife that wife will transfer to husband any and all interest that she may have in and to a 1972 Chevrolet automobile and a 1977 Jeep automobile. Husband agrees to indemnify and hold wife harmless regarding the transfer and ownership of said vehicles.

It is agreed by and between husband and wife that husband will be allowed to remove the remainder of his clothing, firearms and camping equipment from the home of the wife.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 2901 Warehime Road, Manchester, Maryland 21102. It is agreed by and between husband and wife that husband will transfer any and all interest that he may have in said real property and improvements thereon to wife. It is further agreed that wife will indemnify and hold husband harmless regarding the transfer and ownership of said real property. It is further agreed that wife will refinance the existing mortgage and assume full responsibility for the payment of any mortgage on said property.

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.

It is agreed by and between husband and wife that husband will assume full responsibility for the following debts in existence at the time of the execution of this Agreement: Penney's (approximately $609.00), Sears (approximately $2,860.00), Commercial Credit (approximately $2,200.00), and Goodyear (approximately $690.00).

Husband further agrees to reimburse wife the amount of $40.00 bi-weekly as long as he remains on her health insurance policy.

Wife agrees to assume responsibility for all other debts in existence at the time of the execution of this Agreement, including, but not limited to, the following: Montgomery Ward and Federal Credit Union obligation.

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.

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:

Jane B. Green — LeGrand Roland George (SEAL)
LEGRAND ROLAND GEORGE

9/12/85 - 9:32 A.M.
Doris Jean George (SEAL)
DORIS JEAN GEORGE

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

I HEREBY CERTIFY that on this 13th day of September, 1985, the above-named LEGRAND ROLAND GEORGE 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.

JANE B. GREEN NOTARY PUBLIC CARROLL COUNTY, MD.

Jane B. Green
Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND)
~~CITY~~ BALTIMORE) TO WIT:
~~COUNTY~~ OF ~~CARROLL~~)

I HEREBY CERTIFY that on this 16TH day of SEPTEMBER, 1985, the above-named DORIS JEAN GEORGE 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.

Cassandra L. Tharrington
Notary Public
My Commission Expires: 7/1/86

CASSANDRA L. THARRINGTON NOTARY PUBLIC BALTIMORE CITY, MD.

ROBERTO RODRIGUEZ	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DARLENE ELAINE RODRIGUEZ	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4962

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 ~~July~~ SEPTEMBER, 1988, that the Plaintiff, ROBERTO RODRIGUEZ, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DARLENE ELAINE RODRIGUEZ; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 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
SEP 27 9 29 AM '86
LARRY W. SHIPLEY CLERK

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 18 day of August, 1986, by and between ROBERTO RODRIGUEZ, hereinafter called "Husband", and DARLENE ELAINE RODRIGUEZ, hereinafter called "Wife".

EXPLANATORY STATEMENT

The parties were married by a Civil ceremony on February 21, 1979 in Carroll County, Maryland. 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 July 4, 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 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 # 7/5/88

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 there 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. INSURANCE. Automobile Insurance. Each party shall be solely responsible to pay the premiums for automobile insurance on the vehicles hereinafter conveyed to them 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 the other from any liability therefor.

4. REAL PROPERTY. The parties own, as tenants by the entireties, improved premises in premises in Carroll County known as 1723 Reese Road, Westminster, Maryland, hereinafter called the

"Home". The Home is subject to the 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, within fifteen (15) days of the date of this Agreement. Wife may continue to occupy the Home until the closing, and shall be responsible for the utility bills thereon. Husband shall be responsible for the Mortgage payments on the Home, which shall include the real property taxes and the insurance premiums on the Home and its contents. The cost of any major necessary repairs or any improvements which may be necessitated by the sale of the Home shall be divided equally between the parties. Upon the sale of the Home, the net proceeds of sale shall be divided as follows:

(1) To the Wife, one-half thereof, plus $3,500.00.

(2) To the Husband, one-half thereof, less $3,500.00.

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.

5. 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 1974 Plymouth 4-door automobile, now titled in her name.

D. Husband shall retain as his sole and separate property, free from all claims of Wife, the 1981 Ford Stationwagon automobile, now titled jointly in the names of the parties. To effectuate the purposes of this paragraph, Wife shall execute and deliver such titles, assignments and other documents and writingss as may be necessary to effect the registration of said automobile in the Husband's name alone.

6. DEBTS Husband shall assume all responsibility for debts contracted by the parties, for either of them, up to the date of this Agreement, and shall hold and save Wife 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 any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

7. 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, Husband shall pay all court costs thereof, including any Master's fee.

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 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.

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:

Martha E. Hollifield

Roberto Rodriguez (SEAL)
ROBERTO RODRIGUEZ

Martha E. Hollifield

Darlene E. Rodriguez (SEAL)
DARLENE ELAINE RODRIGUEZ

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 22nd day of July, 1986, the above-named ROBERTO RODRIGUEZ 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.

7/1/90

FRANK COLEMAN NOTARY PUBLIC CARROLL CO., MD.

Notary Public

My Commission Expires:

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 18 day of August, 1986, the above-named DARLENE ELAINE RODRIGUEZ 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.

Martha E. Hollifield
Notary Public

My Commission Expires: July 1, 1990

MARTHA E. HOLLIFIELD NOTARY PUBLIC BALTIMORE CO., MD.

JEAN T. DAVIS	*	IN THE
Plaintiff/ Cross Defendant	*	CIRCUIT COURT
v.	*	FOR
CHARLES F. DAVIS	*	CARROLL COUNTY
Defendant/ Cross Plaintiff	*	MARYLAND
	*	CASE NO. CV 4115

* *

JUDGMENT OF ABSOLUTE DIVORCE

The Court having heard this case upon the Defendant/Cross Plaintiff's Cross Claim and the Answer thereto, it is this 23rd day of September, 1988, by the Circuit Court for Carroll County,

ORDERED that the Defendant/Cross Plaintiff, CHARLES F. DAVIS, be and he is hereby divorced absolutely from the Plaintiff/Cross Defendant, JEAN T. DAVIS; and by agreement of the parties it is further

ORDERED that the children of the parties, BENJAMIN T. DAVIS, born August 17, 1972, and CAROLINE DAVIS, born May 25, 1976, be and they are hereby placed in the joint legal custody of CHARLES F. DAVIS and JEAN T. DAVIS, upon the conditions that:

A. Their primary residence shall be with JEAN T. DAVIS;

B. CHARLES F. DAVIS shall have the right to liberal visitation with the children, at least in accordance with existing practices; and

C. The parties shall consult with one another on all nonemergency decisions affecting the children's well-being; and it is further

Filed Sept 23 1988

ORDERED that CHARLES F. DAVIS shall pay unto JEAN T. DAVIS the sum of Eight Hundred Dollars ($800.00) per month as child support for the support of the two children of the parties, said payments to begin and account from October 1, 1988; CHARLES F. DAVIS shall pay Four Hundred Dollars ($400.00) on the first and fifteenth days of each month; and continue until at least one of the following events has occurred with respect to both children: (a) child attains age eighteen (18), (b) child dies, (c) child marries, (d) child is emancipated, (d) child's father dies; and it is further

ORDERED that

(1) if CHARLES F. DAVIS accumulates support payments arrears amounting to more than 30 days of support, he shall be subject to earnings withholding;

(2) CHARLES F. DAVIS 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 CHARLES F. DAVIS to a penalty not to exceed $250, and may result in his not receiving notice of proceedings for earnings withholding.

ORDERED that CHARLES F. DAVIS shall continue to provide health insurance, to the extent available to him through his employment, for each child until an event mentioned in the immediately preceding clause has occurred with respect to said child; and it is further

ORDERED that CHARLES F. DAVIS shall pay unto JEAN T. DAVIS as and for fixed and nonmodifiable alimony Twelve Hundred Dollars

($1,200.00) per month for twenty-four (24) consecutive months beginning and accounting from October 1, 1988; CHARLES F. DAVIS shall pay Six Hundred Dollars ($600.00) on the first and fifteenth days of each month; said alimony payments to abate, however, upon the remarriage of JEAN T. DAVIS, the death of JEAN T. DAVIS or CHARLES F. DAVIS, whichever first occurs, except to the extent of any arrearages; and it is further

ORDERED that CHARLES F. DAVIS shall in every reasonable way cooperate so that JEAN T. DAVIS, at her election and at her sole cost, may obtain, own and maintain in effect policies of insurance on the life of CHARLES F. DAVIS having an aggregrate death benefit of not more than One Hundred Thousand Dollars ($100,000.00), the obligation of CHARLES F. DAVIS under this clause to expire upon completion of (a) all alimony payments required hereunder and (b) all child support payments; and it is further

ORDERED that for the purpose of effecting an equitable division of their property, the parties forthwith shall execute and deliver a deed conveying to JEAN T. DAVIS the parties' interest in the former marital home at 2416 Raintree Avenue, Westminster, Maryland, subject to the effect and operation of the existing lien indebtedness thereon, said lien indebtedness being assumed by the Court and both parties to consist of the purchase money mortgage with an unpaid principal balance of not more than Thirty-Five Thousand Dollars ($35,000.00) as of this date; and it is further

ORDERED that JEAN T. DAVIS shall pay the aforesaid mortgage in accordance with its terms, together with the insurance premiums and real estate taxes with respect to the property, and shall indemnify CHARLES F. DAVIS and hold him harmless from all liability, cost and expense in connection with the same; and it is further

ORDERED that while CHARLES F. DAVIS has any potential liability on the current mortgage, JEAN T. DAVIS shall promptly demonstrate, upon each and every reasonable request therefor by CHARLES F. DAVIS, that there are no arrearages with respect to the mortgage, real estate tax and insurance payments with respect to the former marital home, and on any occasion a delinquency shall occur with respect to any such payment, and if such delinquency shall persist more than fifteen (15) days, then CHARLES F. DAVIS may thereafter, at his election, directly pay to the obligee(s) any amounts required to keep the mortgage, real estate tax and insurance payments current, and charge the same, as and when required to be paid, against any alimony payments required of him hereunder and/or all other remedies are reserved; provided, that real estate taxes for any year shall not be deemed to be delinquent earlier than October 1 next following the date of their imposition; finally, JEAN T. DAVIS shall not encumber the real estate except to the extent of $10,000.00 until CHARLES F. DAVIS is fully released from the existing mortgage; and it is further

ORDERED that for the purpose of effecting an equitable division of their property, each party may also retain as his or her sole and separate property, free and clear of any interest of

the other, all automobiles and other tangible personal property in his or her possession at this time, and the parties shall execute and deliver such assignments of title and other instruments as may be required to confirm the rights granted herein with respect to such property; and it is further

ORDERED that for the purpose of effecting an equitable division of the parties' property, CHARLES F. DAVIS shall also pay the parties' joint indebtedness to Master Charge, not to exceed Two Thousand Dollars ($2,000.00), and JEAN T. DAVIS shall pay the parties' joint indebtedness to Sears, and no payment under this clause shall be considered alimony for any purpose; and it is further

ORDERED that for the purpose of effecting an equitable division of their property, CHARLES F. DAVIS shall also forthwith pay JEAN T. DAVIS the sum of Seven Thousand Dollars ($7,000.00) which monies shall not be considered alimony for any purpose; and it is further

ORDERED that each party shall pay his or her own costs as assessed by the Clerk.

JUDGE

Agreed as to form and content:

Jean T. Davis
Plaintiff/
Cross Defendant

David E. Kartalia, Esquire
Attorney for Plaintiff/
Cross Defendant

Charles F. Davis
Defendant/
Cross Plaintiff

John H. Zink, III, Esquire
Attorney for Defendant/
Cross Plaintiff

CAROLYN A. SHOWALTER	:	In the
Plaintiff and Counter-Defendant	:	Circuit Court
vs	:	for
DAVID E. SHOWALTER	:	Carroll County
Defendant and Counter-Plaintiff	:	Case No. CV 4095

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 30th day of September, Nineteen Hundred and Eighty-eight, that the above-named Counter-Plaintiff, David E. Showalter, be and he is hereby granted an Absolute Divorce from the Counter-Defendant, Carolyn A. Showalter; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated August 26, 1988 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 Counter-Plaintiff, David E. Showalter, be and he is hereby awarded the guardianship and custody of Carolyn Marie Showalter and Michael David Showalter, the minor children of the parties hereto, with the right unto the Counter-Defendant, Carolyn A. Showalter, to visit said children at reasonable times and under proper circumstances, all as set out in said Agreement, subject, however, to the continuing jurisdiction of this Court; and

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
OCT 3 1 38 PM '88
HARRY W. SHIPLEY CLERK

It is further ADJUDGED and ORDERED that Counter-Defendant be and she is hereby charged generally for the support of the minor children of the parties pursuant to Paragraph entitled "Child Custody" of said Agreement, subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that Counter-Plaintiff shall pay Counter-Defendant alimony in the amount of $150.00 per month, beginning September 1, 1988, for a period of four years in accordance with Paragraph "Alimony" of the Agreement, and that Counter-Defendant shall have a share in Counter-Plaintiff's retirement benefits, etc. as set out in Paragraph "Pensions" of said Agreement; and

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

Judge

JAMES C. CAWOOD, JR.
JUDGE, CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 26 day of AUGUST, 1988, by and between CAROLYN A. SHOWALTER, ("Wife"), and DAVID E. SHOWALTER, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 13, 1970, in Carroll County, Maryland. The parties have two (2) children, CAROLYN MARIE SHOWALTER (born July 29, 1971) and MICHAEL DAVID SHOWALTER (born November 23, 1972). Irreconcilable differences have arisen between the parties for which reason they have been living separate and apart by mutual consent since January 4, 1987, and they do hereby consent and agree voluntarily to live separate and apart from one another hereafter 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 regarding alimony, support and maintenance, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties and in marital property, and all other matters of every kind and character arising from their marital relationship.

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

Pl. Exhibit No. 1

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.

CHILD CUSTODY

Husband shall have the care and custody of the minor children, with the right and privilege of Wife to visit with and have the children with her at all reasonable times and places, including but not limited to every other Sunday and every Tuesday evening. Wife shall be charged generally with the support of the children, but she shall not be required to pay child support unless her income shall increase by more than 50%. Each party shall take all reasonable steps to foster a positive and constructive relationship between the children and the other party and neither party shall do anything which shall or may be detrimental to that relationship.

ALIMONY

Husband shall pay to Wife as alimony, the sum of $150.00 per month on the first of each month commencing September 1, 1988, and continuing monthly thereafter through and including the final monthly installment due on August 1, 1992, for a total payment of $7,200.00. The parties acknowledge that this alimony shall not be subject to

modification by any Court and if Husband dies before payment in full, Wife shall have a claim against his estate for the unpaid balance.

DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and Husband acknowledges that he has paid all joint indebtedness of the parties. From and after the date of this Agreement, Husband and Wife covenant and agree that each 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 other debts or obligations incurred or contracted by them, each will be responsible for his or her own debt or liability, and shall save the other harmless, and indemnify the other, from any such debts or obligations.

PERSONAL PROPERTY

Husband shall retain as his sole, separate and individual property without the Wife having any further right, title or interest therein, all of the property listed on Schedule I as being "PROPERTY AT 416 FARM CREEK ROAD", his Maryland State Employee Credit Union Savings Account, the Retirement Plan - Carroll County, the 16 foot boat-motor, the real estate - 416 Farm Creek Road (his entire 1/2 interest), her interest in three acre parcel in Pennsylvania, the 1985 Alliance automobile, the washer at Farm Creek Road (1/2), the VCR Panasonic Wire Remote, the two red auto ramps, Volkswagon thing with all parts and accessories and all guns and gun cabinet set forth on Page 6 and 7 as more fully set forth on Schedule I.

Wife shall retain as her sole, separate and individual property without the Husband having any further right, title or interest therein, the 1984 Dodge Truck with cap, liner, bed insert, all of the marital property located at 2749 Cedarhurst Road listed on Schedule I attached with the exception of the guns and gun cabinet, VCR Panasonic Wire Remote, Michael's black tool box, Michael's two socket sets, and two red auto ramps. Husband shall also deliver to Wife the 3/4 bed* (headboard, foot board, open spring support and mattress that belonged to Wife's grandfather), crib, bassinet and high chair on loan to his relatives.

The parties agree that all of the property listed on Schedule II - Non-Marital Property under the name of each person is owned by that person respectively without any of the other persons having any further right title or interest therein and the owner shall be entitled to the immediate possession thereof; provided however the savings account and coin collection for each child will be retained by Wife for the child and delivered to him or her respectively at age 18.

With respect to Schedule I, Carrie shall have the right to use the 35 millimeter Pentex Camera with bag until June 1, 1989, provided however Wife will have the right to borrow the camera from time to time. The China set acquired by the parties for Carrie will be retained by the Wife and presented to Carrie as a wedding present.

Michael shall have the right to borrow Wife's camping equipment at reasonable times and under reasonable circumstances.

* PROVIDED THAT MICHAEL SHALL HAVE THE BED, CONSISTING OF ~~USE AND POSSESSION OF~~ BED FRAME, MATTRESS AND BOX SPRING ~~AT HIS ROOM~~ AT 2749 ~~SAID BED UNTIL HIS 18TH BIRTHDAY~~ CEDAR HURST RD. TO BE TRANSFERRED SIMUTANEOUSLY.

DLS 9/2/89
KGT
CWS

PENSIONS

Husband is employed by Carroll County Maryland as a Deputy Sheriff and is a Warrant Officer in the United States Army Reserve. The parties agree that that Wife shall be entitled to receive a share of Husband's retirement benefits from his employment by the Carroll County Sheriff's Department (The State of Maryland Non Contributory Pension Plan) if, as, and when receivable by Husband computed as follows:

$$\frac{\text{145 Months}}{\text{Total months employed by employer}} \times \text{retirement benefit} \div 2$$

The parties agree that the Wife shall be entitled to receive a share of the Husband's Retirement benefits from his employment as a Warrant Officer in the United States Army Reserve, if, as, and when receivable by Husband computed as follows:

$$\frac{\text{2016 retirement points}}{\text{Total retirement points}} \times \text{retirement benefit} \div 2$$

Husband agrees that he will cooperate with Wife at the time of final divorce or at any time thereafter in amending this Agreement or any Court Order that may be required in accordance with the rules, regulations or other requirements of the payer so that payment of the retirement benefit to which the Wife is entitled may be paid directly to her by the payer.

CASH PAYMENT

Husband agrees to pay to Wife the sum of $900.00 toward payment of Wife's attorney's fees within ten (10) days after the execution of this Agreement.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself for 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 interest arising under the Marital Property Act, Md. §§ 8-201 through 8-213, Family Law, Annotated Code of Md., as from time to time amended, and specifically including 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 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, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

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.

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

Except as otherwise provided, Husband and Wife agree that each shall pay his or her own attorney's fees arising out of this Marital Settlement Agreement and any divorce action and Husband agrees to pay the Court costs and Master's fees arising out of any uncontested divorce action.

ALTERATIONS, CHANGES, CANCELLATION, 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.

VOLUNTARY EXECUTION

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

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.

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.

IN WITNESS WHEREOF, the parties have set their hands and seals this 26 day of AUGUST, 1988.

WITNESS:

Carolyn A. Showalter (SEAL)
CAROLYN A. SHOWALTER

Patricia L. Beall — David E. Showalter (SEAL)
DAVID E. SHOWALTER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of August 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CAROLYN A. SHOWALTER, known to me (or satisfactorily proven) to be the person whose name is subscribed to

the aforegoing Marital 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.

LORETTE LYNN FRANKLIN NOTARY PUBLIC CARROLL CO. MD

Loretta Lynn Franklin
NOTARY PUBLIC

My Commission Expires: 7-1-90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of August, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DAVID E. SHOWALTER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Marital 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.

PATRICIA L. BEALL NOTARY PUBLIC MY COMMISSION EXPIRES CARROLL CO.

Patricia L Beall
NOTARY PUBLIC

My Commission Expires: 7-1-90

STEPHANIE KAREN HARRIS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
RONALD LEROY HARRIS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV2689

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 September, 1988, that the Plaintiff, STEPHANIE KAREN HARRIS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, RONALD LEROY HARRIS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, RONALD GEORGE HARRIS (born October 19, 1980) and MEGAN MARY HARRIS (born June 4, 1983) 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, meaning every other weekend and for two (2) weeks in the Summer, all of which is subject to the further Order 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, accounting from January 10, 1987, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments

Filed Sept 30, 1988

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 (1) days of any change of address or employment so long as this Support Order is in effect; and

(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

EUGENE J. ROSSI	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MARY C. ROSSI	:	Carroll County
Defendant	:	Case No. CV 4192

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 September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Eugene J. Rossi, be and he is hereby granted an Absolute Divorce from the Defendant, Mary C. Rossi; and

It is further ADJUDGED and ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated July 7, 1988 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, Eugene J. Rossi, and the Defendant, Mary C. Rossi, be and they are hereby awarded joint guardianship of Jessica L. Rossi and Joanna M. Rossi, the minor children of the parties hereto, with physical custody of said children being with Mary C. Rossi, Defendant, and with the right of visitation unto the Plaintiff with said children all as outlined in Paragraph 2 of said Agreement, subject, however, to the continuing jurisdiction of this Court; and

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 30 11 30 AM '88
LARRY W. SHIPLEY CLERK

It is further ORDERED that the Plaintiff pay direct unto the Defendant the sum of $300.00 per child per month, for a total of $600.00 per month, 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 Plaintiff on and after the date of this order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §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.

Judge

SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

This Agreement, made this 7th day of July, 1988, by and between EUGENE ROSSI, party of the first part, hereinafter sometimes called "Husband" and MARY C. ROSSI, party of the second part, hereinafter sometimes call "Wife".

EXPLANATORY STATEMENT

The parties hereto were married on March 21, 1981, by a religious ceremony in Howard County, Maryland. There were two (2) children born to the paties as a result of this marriage, namely, JOANNA M. ROSSI, born March 26, 1983 and JESSICA L. ROSSI, born August 25, 1981.

Irreconcilable differences have arisen between the parties and they now deem it in their best interests to enter into this Agreement to formalize their understandings, to settle their respective property rights, the rights of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relationship.

NOW THEREFORE, that in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and mutually agree with each other and their respective heirs, Personal Representatives and assigns as follows:

1. VOLUNTARY SEPARATION

The parties hereto stipulate and agree that as of April 12, 1985, they did separate with the intention and purpose of

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BALTIMORE, MD. 21204
(301) 321-9610

Pl. Exhibit No. 1

ending the marriage and they do hereby acknowledge that from that date until the present time they have lived separate and apart, without cohabitation, in separate abodes and they agree to continue to do so.

Neither of the parties shall interfere with nor molest the other, nor endeavor, in any way, to exercise any marital control or right over the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his and her own respective way as fully and to the same extent as if they had never been joined in matrimony.

2. CHILD CUSTODY

The parties have agreed to and shall have the joint legal care and custody of the minor children of the parties. Wife shall have physical custody of the minor children of the parties with the right of the Husband to exercise liberal visitation privileges, including but not limited to the right to have the children with him at the following times: (a) alternate weekends, (b) three weeks vacation time in the summer months, and (c) alternate major holidays. The parties hereto agreed not to be more specific with exact times and designation of specific holidays in that they have indicated that they want to work these out between themselves.

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3. CHILD SUPPORT

Husband agrees to pay directly to Wife for the support and maintenance of the minor children of the parties, the sum of

Three Hundred Dollars ($300.00) per month, per child until the first to occur of any of the following events with respect to each said minor child: a) death of the child; b) marriage of the child; c) the child becoming self-supporting; or, d) the child arriving at the age of eighteen (18) years. The first payment is to commence on ~~February~~ ~~June~~ JANUARY 1, 1988. mat GR

4. EXEMPTION OF MINOR CHILD

The parties agree that commencing with the year in which this Agreement is executed and all years thereafter, Husband and Wife shall be entitled for income tax purposes to each claim one dependency exemption for the parties' minor children. It is further agreed that Husband shall be entitled to claim the dependency exemption for Joanna M. Rossi and Wife shall be entitled to claim the dependency exemption for Jessica L. Rossi. The parties do hereby release each other from any claim that he or she has or may have in the future to the second dependency exemption; (b) agrees not to claim both of the minor children as a dependent on any federal or state income tax return filed by them and (c) agrees, upon the request of either party from time to time, to execute a written declaration or declarations stating that he or she will not, on a permanent basis, claim both of the parties' minor children as dependents for any present or future year.

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5. WAIVER OF ALIMONY

Each of the parties hereto specifically relinquishes

and waives his and her right to temporary alimony, permanent alimony, support or maintenance, with the full knowledge and understanding that because of the waiver contained herein, neither party shall ever have the right to make application for such support or alimony at any future time.

6. PERSONAL PROPERTY

It is agreed that the personal belongings and possessions which each of the parties hereto have in his or her own possession at the time of the execution of this Agreement, shall remain in that person's possession and no further claim shall be made by either of the parties hereto for any such items of personalty in the others possession at the time of the execution of this Agreement.

7. DIVISION OF PARTIES' TIME SHARE

The parties acknowledge that they are the joint owners of a time share located at Vistana Resorts Condominium. The parties have agreed that upon the execution of this Agreement or within a reasonable time thereafter, they will make arrangements between themselves to sell said time share for the highest price attainable and equally divide the net proceeds derived from said sale.

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8. DEBTS

Except as otherwise 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 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 on 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.

9. COUNSEL FEES

Both of the parties hereto waive his and her right to any claims he or she may have against the other for attorney's fees. In the event that any court proceedings, whether for divorce, modification, or interpretation of the within Agreement or otherwise are instituted by either party, each party shall be responsible for his or her own counsel fees. This paragraph MCK GR shall not apply to proceedings ~~[illegible]~~ regarding custody or child support, actions maintained by either party subsequent to the granting of a judgment of absolute divorce in this case. MCK GR

10. MASTER/EXAMINER FEES

It is agreed that the ~~parties shall equally share~~ Husband shall pay GR any Court costs and Master/Examiner's fees incident to the maintenace of an action for Absolute Divorce in the future.

11. WAIVER OF CLAIMS AND PROPERTY ESTATES

The parties hereto mutually agree, promise and

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undertake on behalf of themselves, respectively, their heirs, executors, personal representatives and assigns, that they will and do hereby waive, release and relinquish all of their claims and rights of whatsoever nature, in the property and estates of each other, including all rights of inheritance and statutory shares.

12. FURTHER ASSURANCES

The parties hereto shall, at any time and from time to time hereafter, take any and all steps and execute and acknowledge and deliver to the other party any and all further 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.

13. INCORPORATION OF JUDGMENT

With the approval of any Court of competent jurisdiction in which any proceedings for absolute divorce may be instituted, this Agreement shall be incorporated, but not merged in any judgment for absolute divorce which may be granted by the said Court. In the event that the Court shall fail or decline to incorporate this Agreement or any provision thereof in said decree, then, 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 hereto.

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14. SEVERABILITY OF PARAGRAPHS

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 enforcability or any other paragraph or portion thereof in this Agreement.

15. WAIVER OF MARITAL PROPERTY RIGHTS

Except as provided herein, each of the parties hereto, for himself or herself, and his and her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Maryland Marital Property Act, Chapter 794, 1978, Laws of Maryland, codified in the Md. Family Law Code, Sections 8-201 through 8-213, including, but not limited to, any claims to use and possession of a claimed marital home, any claims to use and possession of family use personal property, any claims to marital property, if any, any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, and any claims to the pension plans, pension benefits, and profit sharing plans of the other. Wife specifically waives any and all claims and interest which she may have had or has to the property known as 1234 Buckhorn Road, Sykesville, Maryland 21784.

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16. REPRESENTATION BY INDEPENDENT COUNSEL

Both of the parties have been represented by his or her own counsel and both state that the Agreement as set forth herein accurately reflects the understanding that the parties have reached.

17. VOLUNTARINESS OF AGREEMENT

This Agreement constitutes the entire understanding of the parties. There are no representations or warranties other than as set forth expressly herein, and each of the parties has entered into this Agreement voluntarily of his and her own free will and accord. It is further agreed that this Agreement is being entered into voluntarily and it is not the result of any duress or undue influence and that it contains the full and final settlement between the parties.

18. MISCELLANEOUS

No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

This Agreement and all of its provisions shall be interpreted in accordance with the laws of the State of Maryland.

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

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19. MUTUAL RELEASE

The parties, in consideration of the execution of this Agreement, and except as otherwise specifically provided in this Agreement, shall and do hereby mutually release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and equity, that either of them ever had, now has and may hereafter have against the other upon or by reason of any matter, cause or thing up to the execution of this Agreement. It is the intention of the parties that henceforth, there shall be as between them, only such rights and obligations as are specifically provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and acknowledged this Agreement on the day and year first above written.

WITNESS — EUGENE J. ROSSI

WITNESS — MARY C. ROSSI

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BALTIMORE, MD. 21204
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STATE OF MARYLAND, CITY of BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of July, 1988, the above-named Mary C. Rossi, personally appeared before me, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement are true and correct as stated therein and she acknowledged that the said Agreement is, in fact, her act and deed, and she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

DANA R. RUNDEL NOTARY

NOTARY PUBLIC
My Commission Expires: 7/1/90

STATE OF MARYLAND, CITY/COUNTY of Baltimore, to wit:

I HEREBY CERTIFY that on this 22nd day of July, 1988, the above-named Eugene J. Rossi, personally appeared before me, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement are true and correct as stated therein and he acknowledged that the said Agreement is, in fact, his act and deed, and he has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 7/1/90

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2321A/vii

MARIAN ELIZABETH SCHWARTZ	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL EDWARD SCHWARTZ	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4468

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 September, 1988, that the Defendant and Counter Plaintiff, MICHAEL EDWARD SCHWARTZ, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Plaintiff and Counter Defendant, MARIAN ELIZABETH SCHWARTZ; and

IT IS FURTHER ORDERED, that the Plaintiff is hereby granted the care and custody of the minor children of the parties, namely, MELISSA MARGARET SCHWARTZ (born August 29, 1972), MICHAEL EDWARD SCHWARTZ, JR. (born November 22, 1974), MARIE ELIZABETH SCHWARTZ (born January 7, 1978) and MEGAN ERIN SCHWARTZ (born June 24, 1982), with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Twenty-Five Dollars ($25.00) per week,

Filed Sept 30, 1988

per child as child support, a total of One Hundred Dollars ($100.00) per week, which payments are subject to the further Order of this Court and will be made through the following Earnings Withholding Order:

ORDERED, that the Director of Finance, Mercy Hospital, 301 St. Paul Street, Baltimore, Maryland 21201 the employer of the Defendant, shall withhold from the earnings of the Defendant the sum of One Hundred Dollars ($100.00) per week if said employee is paid weekly; the sum of Two Hundred Dollars ($200.00) per pay period if said employee is paid bi-weekly; the sum of Two Hundred Sixteen Dollars and Sixty-Five Cents ($216.65) per pay period if said employee is paid semi-monthly; or Four Hundred Thirty-Three Dollars and Thirty-Three Cents ($433.33) per pay period if said employee is paid monthly; and

IT IS FURTHER ORDERED, that the appropriate amount shall be withheld by said employer on a regular and continuing basis effective on the beginning of the next pay period after receipt of this Order; provided, however, that the foregoing amount shall not exceed the limits of the Federal Consumer Credit Protection Act, 15 U.S.C. 1673(b), which provides for maximum deductions of fifty percent (50%) of net income for employees who are supporting second families, and sixty percent (60%) of net income for all other employees, except that if there are deductions for support arrears, those maximums are fifty-five and sixty-five percent (55% and 65%) respectively; and

IT IS FURTHER ORDERED, that the employer shall promptly send the net amount withheld to the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland 21157; and

IT IS FURTHER ORDERED, that to help offset the expenses of the employer, said employer may deduct and keep an extra Two Dollars ($2.00) during each pay period in which a deduction is made under this Order; and

IT IS FURTHER ORDERED, that this Order shall be binding on each present and future employer of the Defendant upon whom a copy of the Order is served; and

IT IS FURTHER ORDERED, that this Order has priority over any other lien or legal process; and

IT IS FURTHER ORDERED, that upon service of a copy of this Order on the employer, the employer shall be subject to civil penalties for violation of this Order; and

IT IS FURTHER ORDERED, that the employer may not use this Order as a basis for reprisal against the Defendant, dismissal of the Defendant from employment, or refusal to hire or promote the Defendant; and

IT IS FURTHER ORDERED, that if the employer willfully violates this Order by failing to make the required deductions and sending the net amounts to the Plaintiff as specified in this Order, then the Plaintiff or the Bureau of Support Enforcement may bring a civil action against the employer who shall be liable for damages in an amount equal to the amount

of any withholding that the employer failed to deduct from Defendant's earnings; and

IT IS FURTHER ORDERED, that within ten (10) days after the employer receives notice of Defendant's decision to terminate his employment or within ten (10) days after termination, whichever first occurs, the employer shall so notify the Court and shall forward to the Court any available information as to the Defendant's Social Security number, home address, and new place of employment; and

IT IS FURTHER ORDERED, that if his address or place of employment changes, the Defendant shall, within ten (10) days, send the change of address or new place of employment by certified mail, return receipt requested, to (1) the Court; and (2) the Plaintiff; and

IT IS FURTHER ORDERED, that upon Motion filed by the Plaintiff or Defendant, this Court may terminate this Order upon a showing that (1) the support obligation is terminated; or (2) all of the parties join in a Motion for Termination of the withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated January 25, 1988 and filed in this case, to the extent that the same are not inconsistent with this Order, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the

Court costs including the Master's fee in the amount of Seventy-Two Dollars ($72.00).

JUDGE

MARIAN ELIZABETH SCHWARTZ 3695 Clydesdale Roadway Reisterstown, MD 21136	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	CARROLL COUNTY
MICHAEL EDWARD SCHWARTZ c/o Mercy Hospital 301 St.Paul Place 9th Fl.-Maintenance Dept. Baltimore, MD 21202	* *	Case No.: CV4468-Civil
Defendant		

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VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 25th day of January, 1988, by and between MARIAN ELIZABETH SCHWARTZ, hereinafter referred to as "Wife", and MICHAEL EDWARD SCHWARTZ, hereinafter referred to as "Husband".

WITNESSETH:

Explanatory Statement

The parties were married on March 18, 1972 in a religious ceremony in Baltimore City, Maryland. There were four children born to them as a result of this marriage, namely, Melissa Margaret Schwartz, born August 29, 1972; Michael Edward Schwartz, Jr., born November 22, 1974; Marie Elizabeth Schwartz, born January 7, 1978; and Megan Erin Schwartz, born June 24, 1982. Irreconcilable differences have arisen between

PLAINTIFF'S #1

the parties, and there is no reasonable hope of reconciliation between the parties. The parties do mutually and voluntarily agree to live separate and apart in separate places of abode without any cohabitation, as of June 13, 1987. The parties further deem it in their best interest to enter into this Agreement to settle their respective property rights, and to resolve all matters arising out of the marital relationship.

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

1. GROUNDS FOR DIVORCE: Each party expressly reserves the right to assert a claim which now exists or may hereafter arise for a Partial Divorce or an Absolute Divorce for any grounds including statutory living apart for the requisite period. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on the grounds of statutory living apart for the requisite period.

2. NON-INTERFERENCE: The parties agree to live separate and apart in separate places of abode without any cohabitation with the intention of terminating the marriage. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the

other, or to have any marital relations with the other. 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. FURTHER ASSURANCES: 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 which may be necessary or proper to carry into effect any part of this Agreement, or to release any dower, curtesy or other right in any property which either of the 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 purpose of this Agreement.

4. RELEASE OF CLAIMS: Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the rights, title and claim which said parties might now have or which they

may hereafter have as the Husband, Wife, Widow, Widower, or the next of kin, successor or otherwise, in and to any property, real or personal, that either of the said parties may own or may hereafter acquire, or in respect of which 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 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. Each of the said parties shall have the right to dispose of his or her property by Last Will and Testament or otherwise, in such manner and effect as if the other of the said parties hereto had died during the lifetime of the party so disposing.

5. WAIVER OF ALIMONY AND MONETARY AWARD: It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, both parties hereby release and discharge the other, absolutely and forever from any and all claims and demands past, present and future irrevocably, for alimony or support, both pendente lite and permanent.

6. CUSTODY AND CHILD SUPPORT: The Wife shall have the care and custody of the minor children of the parties, namely, MELISSA MARGARET SCHWARTZ, MICHAEL EDWARD SCHWARTZ, JR., MARIE ELIZABETH SCHWARTZ, and MEGAN ERIN SCHWARTZ, and the Husband shall have the right of reasonable visitation with the said children upon reasonable notice being given to the Wife by the Husband notifying the Wife that he intends to exercise his visitation rights.

The Husband shall pay through the Bureau of Support Enforcement of Carroll County the sum of Twenty-five Dollars ($25.00) per week for each child being a total of One Hundred Dollars ($100.00) per week for the support and maintenance of the four minor children of the parties subject to the further order of any Court of competent jurisdiction, and subject to the conditions set forth in the Annotated Code of Maryland, Family Law, Article, Section 10-120, et seq.;

Part III, Section 10-120

(D) Any Support Order or Modification of Support Order that is passed on or after July 1, 1985, and any Notice and Statement issued under paragraph (B) (2) of this section shall include a statement 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 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.

Said payments of child support with respect to each child shall cease upon the legal emancipation of each child under the laws of Maryland.

Michael Edward Schwartz agrees to pay to Marian Elizabeth Schwartz the sum of Twenty Dollars ($20.00) per week to be applied for daycare of the parties' minor child, Megan Erin Schwartz. This daycare money shall be paid directly to Marian Elizabeth Schwartz and shall be paid through August 31, 1988.

7. PERSONAL PROPERTY: The parties hereto agree that all personal property now in the individual possession of the Wife and in the individual possession of the Husband shall be deemed the personal property of each. All the personal property of every kind, nature and description now in the home and in the possession of the Wife shall remain the exclusive personal property of the Wife. All personal property now exclusively in the possession of the Husband shall remain the exclusive personal property of the Husband.

The parties agree that the Wife will keep and have sole possession of the 1983 LTD Ford in her name as her personal property. The Husband agrees that he will sign over title to the 1983 LTD Ford to the Wife.

8. MEDICAL COVERAGE: The Husband agrees to cover all of the children with the best plan available, on any Health

Insurance plans he may have at his place of employment or privately, and agrees to pay and be responsible for one-half (1/2) of the medical expenses of whatsoever kind for each child, until each child reaches 18 years of age or is emancipated.

9. LIFE INSURANCE Husband shall, through irrevocable life insurance beneficiary designations including group insurance through his employer, or through term insurance, should he become unemployed, provide a fund of not less than Forty Thousand Dollars ($40,000.00) for his minor children, to be used for the support, maintenance and education of each child, in the event of Husband's death. Wife shall be Trustee of said funds. Husband's obligation under this paragraph shall terminate with respect to each child on that date on which the child reaches the age of eighteen (18) years or is emancipated. To the extent that Husband shall fail to comply with the provisions of this paragraph, his estate shall be charged with the obligations herein above assumed.

10. PLEDGE OF CREDIT: From and after the date of this Agreement, the parties covenant and agree that they will not pledge or attempt to pledge the credit of each other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of the other party, and as to any

debts or obligations incurred or contracted by either party from and after the date of this Agreement, each party will be responsible for his or her debts or liabilities, and they shall hold and save harmless and indemnify each other from any such debts or obligations.

In addition, the parties agree that Husband will credit Wife for one-half of Four Hundred Forty-six Dollars and Fifty-five Cents ($446.55), sums paid in final payments for their joint debt owed to the Bank of Baltimore. This amount represents Wife's payments to said Bank from June, 1987 to October, 1987. The amount of Two Hundred Twenty-three Dollars and Twenty-eight Cents ($223.28) is one-half (1/2) of the debt paid by Wife and is the amount to be applied by Husband against the outstanding Sears & Roebuck Company's (Sears') balance.

In addition to the $223.28, Husband will credit Wife with one-half (1/2) of the Sears payment which Wife has paid monthly since June, 1987 through the present. The Sears' payments total Three Hundred Twenty-Five Dollars ($325.00), one-half of which is One Hundred Sixty-Two Dollars and Fifty Cents ($162.50). These two sums: $223.28 and $162.50, as well as the sum of one-half of all additional Sears' monthly payments made by Wife up to and including the date both Husband and Wife have signed this Agreement are to be deducted from the Sears' balance as it exists at the time after the last Sears' payment made by Wife and before the signing of this Agreement.

After the above amounts are credited to Wife's favor against the outstanding Sears' balance, Husband and Wife agree to divide equally the net balance of the Sears' charge account.

11. COUNSEL FEES AND COURT COSTS: Each party agrees to pay his or her own counsel fees incurred in connection with their separation and divorce. The Husband agrees to pay the Court Costs including any Master's fee in these divorce proceedings.

The parties agree should either the Husband or Wife default on any one or more of the provisions of this Agreement and should litigation be necessary to enforce such provision(s) then both parties shall have the right to seek counsel fees from the offending party.

12. REAL PROPERTY: The parties are owners, as Tenants by the Entireties of the property known as 3695 Clydesdale Roadway, Reisterstown, Maryland 21136. Said property is the Marital home. The Husband agrees that the Wife and children shall have the exclusive right to live in the marital home until the children are married, or no longer living in the home, or reach their eighteenth birthday, whichever shall first occur. The Husband further agrees that the Wife and children shall have exclusive occupancy of the house and that he will make no attempts to enter or occupy the house.

Furthermore, the use and possession of the Marital home will terminate in the event that Wife remarries or an unrelated-by-blood male begins residence with Wife in the Marital home.

The Husband agrees to pay one-half (1/2) of the mortgage, mortgage expenses, taxes, and any increase in taxes in the future, and home insurance presently in the sum of Two Hundred Fifty-six Dollars and Fifty Cents ($256.50) a month to be paid directly to the Wife.

When the home is no longer used by the Wife and children as stated above, the house is to be sold at a selling price which shall be the fair market value of said premises as determined by a qualified appraiser of Carroll County, State of Maryland, as engaged by agreement of the parties. If the parties cannot agree on an appraiser, their respective counsels, on agreement, will choose an appraiser. Should one of the parties default on his or her mortgage payment, and the other party be required to pay more than his or her one-half (1/2) mortgage payment, the paying party will be reimbursed from the proceeds of the sale. The charges of the appraiser, if any, any brokerage or real estate commissions, if any, and any other such adjustments or costs to the sale and settlement shall be deducted from the proceeds of the sale. The Wife shall be reimbursed from the gross proceeds of the sale of the house a pro-rated sum of mortgage payments which she has paid in full from the month of July, 1987 to the signing of this Agreement. Presently, the monthly mortgage payment is Five Hundred Thirteen Dollars ($513.00).

The net proceeds after the payment of all expenses of the sale and after the Wife's reimbursement and after any additional reimbursement due to a party who has had to pay the full

mortgage shall be divided equally between the parties.

When the house is to be sold, the Wife shall have the exclusive first and sole option to purchase the said house at the determined fair market value by paying to the Husband an amount equal to one-half (1/2) interest in the net proceeds of the sale, the same as if the house had been sold on the open market, and the Wife shall assume the unpaid balance due on the present mortgage, if any, and hold the Husband harmless therefor.

13. INCOME TAXES: Once the parties file separate income tax returns, Wife will claim three (3) children as tax deductions, namely, MELISSA MARGARET SCHWARTZ, MICHAEL EDWARD SCHWARTZ, JR., and MARIE ELIZABETH SCHWARTZ. Husband will claim one (1) child as a tax deduction, namely, MEGAN ERIN SCHWARTZ. Each of these children will be claimed as dependents by their respective parent until each child has become emancipated.

The Husband and Wife if both agree may file joint income taxes as long as permitted by tax laws. If joint income taxes are filed, the parties agree to pro-rate pursuant to liability for whatever monies are owed and for whatever refund is returned for the respective years State and/or Federal joint income tax returns.

14. SETTLEMENT 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 hereof, in said Decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that regardless of whether 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 of the terms hereof, shall continue to be binding upon the parties and their heirs, personal representatives and assigns. This Settlement Agreement clause above applies to partial or absolute divorce proceedings.

15. MODIFICATION: Modification of this Agreement or waiver of its terms shall not be valid unless in writing and signed by the parties. No waiver of a breach or default shall be deemed a waiver of any subsequent breach or default.

16. FINAL 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. PRIVATE COUNSEL: Each of the parties hereto declares that they have obtained the advice of independent, competent counsel prior to the execution of this Agreement and that each has been advised of his or her respective legal rights and liabilites including those rights and liabilities recognized under the Maryland Disposition of Property Law, now codified in the Annotated Code of Maryland, Family Law Article Sections 8-201, et seq.

A. The parties hereto further declare that they fully understand all of the terms and provisions of this Agreement, that they regard the terms of this Agreement as fair and reasonable, that they have signed it freely and voluntarily without relying upon any representation other than those expressly set forth herein and that they have signed it intending that this Agreement shall benefit and be binding upon the parties hereto, their respective personal representatives, heirs, and assigns, and any and all persons claiming by and through them or any of them

B. The captions and headlines contained herein are descriptive only and shall not be deemed part of the Agreement nor shall they be deemed to change or alter the meaning of any of the language of this Agreement.

C. The Agreement shall be executed in duplicate, each of which so executed shall be deemed an original and shall constitute one and the same Agreement.

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

WITNESS:

Elizabeth J. Lenz — Marian E. Schwartz (SEAL)
MARIAN ELIZABETH SCHWARTZ

Coleen S. Clements — Michael Edward Schwartz (SEAL)
MICHAEL EDWARD SCHWARTZ

STATE OF MARYLAND, County of Carroll, to wit:

I HEREBY CERTIFY, that on this 15th day of January, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared MARIAN ELIZABETH SCHWARTZ, and she acknowledged the aforegoing Voluntary Separation Agreement to be her voluntary act and she further made oath in due form of law that the matters and facts set forth in the said Agreement are true and correct.

AS WITNESS, my hand and notarial seal.

My Commission expires:
RICHARD E. BARBE JR.
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

Richard E. Barbe Jr.
Notary Public

STATE OF MARYLAND, County of Carroll, to wit:

I HEREBY CERTIFY, that on this 25th day of January, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared MICHAEL EDWARD SCHWARTZ, and he acknowledged the aforegoing Voluntary Separation Agreement to be his voluntary act and he further made oath in due form of law that the matters and facts set forth in the said Agreement are true and correct.

AS WITNESS, my hand and notarial seal.

My Commission expires:
7-1-90

Coleen Smith Clements
Notary Public

COLEEN SMITH CLEMENTS
NOTARY PUBLIC
CARROLL CO., MD

/3185K

JUDY ANN WAMPLER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DAVID LEE WAMPLER	:	Carroll County
Defendant	:	Case No. CV 5884

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 September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Judy Ann Wampler, be and she is hereby granted an Absolute Divorce from the Defendant, David Lee Wampler; 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 30 11 31 AM '88
LARRY W. SHIPLEY
CLERK

JEANNE MARIE LUBER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DAVID KENNETH LUBER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV6093

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 September, 1988, that the Plaintiff, JEANNE MARIE LUBER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DAVID KENNETH LUBER; and

IT IS FURTHER ORDERED, that the guardianship and care of the minor child of the parties, DEANNA LYNN LUBER (born September 29, 1981) be and the same is hereby declared to be joint with physical custody in the Plaintiff, reasonable rights of visitation to the Defendant, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant be and he is hereby charged generally with the support of said child; and

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

Luke K. Burns
JUDGE

Filed Sept 30, 1988

LAWRENCE E. IRELAND, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JUDY A. IRELAND	:	CARROLL COUNTY
Defendant	:	CASE NO. CV6101

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 September, 1988, that the Plaintiff, LAWRENCE E. IRELAND,JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JUDY A. IRELAND; 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
SEP 30 11 28 AM '88
LARRY W. SHIPLEY CLERK

LINDA ANN HOFFERBERTH HAGHIGHAT	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
FARHAD HAGHIGHAT	:	CARROLL COUNTY
Defendant	:	CASE NO. CV6159

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 September, 1988, that the Plaintiff, LINDA ANN HOFFERBERTH HAGHIGHAT, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, FARHAD HAGHIGHAT; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 13, 1987 and the Sales Agreement dated May 22, 1988, 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 be and she is hereby authorized to change her name to LINDA ANN FIELDS; and

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

Lillie K. Bissell
JUDGE

Filed Sept 30, 1988

LAH
FH

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 13th day of August, 1987, by and between FARHAD HAGHIGHAT ("Husband") and LINDA ANN HAGHIGHAT ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 12, 1972, in Carroll County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are, 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 a voluntary separation. 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.

GENERAL PROVISIONS

Pl #1
9/13/88

The parties acknowledge that they have voluntarily agreed to separate as of the date of this Agreement, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they 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 said parties may at all times hereafter live apart from each other, free from the other's authority.

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.

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 in 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 the 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 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 or inheritance, title or claim in the other party, as if the parties at such time were unmarried.

DISPOSITION OF REAL PROPERTY

The parties own, as Tenants by the Entireties, the real property known as 2810 Deer Park Road, Finksburg, Maryland 21048 (hereinafter referred to as the "home"). The home is subject to the lien and effect of a mortgage.

Wife agrees that she will pay $400.00 per month toward the upkeep of the marital home during any period of separation until the home is sold. Husband agrees that he will pay all other expenses associated with the home. If at the expiration of three months from the date of this Agreement, the parties have not reconciled, then the parties agree that the marital home should be immediately listed for sale with a real estate broker agreed to by the parties for such a price as that broker recommends. Until the home is sold and settlement occurs, Wife shall continue to contribute $400.00 per month toward the expenses associated with the home. After sale, the net proceeds will be divided equally between the parties.

PERSONAL PROPERTY

The parties agree that the personal property, including household furnishings shall be divided pursuant to Schedules A and

B, attached hereto, and that the party obtaining the property shall have exclusive use and possession of said property, and exclusive responsibility for any obligation or debt associated with that property. The parties mutually agree that with respect to those items of personal property over which they will have exclusive possession and use, they will indemnify and hold the other harmless from any obligation or debt associated with the property, including, in the case of motor vehicles, insurance and liens.

Husband also agrees to pay Wife, as an adjustment of the differences between the respective savings plans and accounts of the parties, the sum of $5,000.00. Aside from this payment, and the property discussed in this clause, the parties agree to make no claim on the other's bank accounts, pension or retirement plans, or other assets of any nature.

MARITAL DEBT

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 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 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 or her own liability and debt, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

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 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.

MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that they hereafter 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 or 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 and demands, past, present or future, for alimony and support, both pendente-lite and permanent.

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 otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

INCOME TAX RETURNS

The parties shall file joint Federal and State returns for the calendar year 1987, if they are able to do so, and if both parties elect 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 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.

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 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 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 also mean the singular, and vice-versa, where appropriate.

F. 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.

G. 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.

H. 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.

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:

Thomas A. Dapf (as to both)

Farhad Haghighat (SEAL)
FARHAD HAGHIGHAT

Linda Ann Haghighat (SEAL)
LINDA ANN HAGHIGHAT

STATE OF MARYLAND: COUNTY OF ~~CARROLL~~ Howard: TO WIT:

I HEREBY CERTIFY, that on this 13th day of AUG., 1987, the above named FARHAD HAGHIGHAT 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

STATE OF MARYLAND: COUNTY OF ~~CARROLL~~ Howard: TO WIT:

I HEREBY CERTIFY, that on this 13 day of August, 1987, the above named LINDA ANN HAGHIGHAT 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:

VINCENT J. MOI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

SCHEDULE A

PROPERTY OF LINDA ANN HAGHIGHAT

1. Emerson 20" Color T.V.
2. 782 Cub Cadet Garden Tractor
3. White Sofa and One Brown Love Seat
4. Amana Microwave Oven
5. Bedroom Furniture
6. Rototiler
7. Breakfast table and 4 chairs
8. Pine desk and chair
9. One Blue Persian Carpet
10. 1984 F-150 Ford Truck
11. 3 Horses: Eldans Toska
    Pashja
    Rockwell
    Plastun Syndicate Share No. 8
    1972 Hartman Horse Trailer
12. Cash at settlement when the house is sold: $5,000.00

SCHEDULE B

PROPERTY OF FARHAD HAGHIGHAT

1. 25" G.E. Color T.V.
2. Hi Fi Equipment: Sony Receiver
   Enfinity Speakers (2)
   Onkyo Tape Player
   Kenwood CD
   Technique Turn table
3. Sofa-bed and One Love Seat
4. Panasonic VCR
5. Dining Room Dishes (Red on White)
6. Dining Room Furniture
7. Queen size bed and (2) End tables, and Bureau
8. Crystal chandelier
9. Air Compressor
10. Teak coffee table and (2) End tables
11. Teak desk and chair
12. 1976 Single Engine Rockwell Commander Airplane (N1411J)
13. One Blue Persian Rug
14. 1987 Saab 900S
15. 1979 Pontiac Bonneville

SCHEDULE C

It is also agreed that in the event the parties reconcile permanently after a three month separation, commencing as of the date of this Agreement, each party agrees that they will sign a document voiding this Property Settlement Agreement and that the terms of this Agreement will be null and void.

18 May,1988

SALES AGREEMENT

2810 DEER PARK ROAD
FINKSBURG, MARYLAND 21048

I Linda A. Haghighat, hereafter known as the Seller, agree to sell, and Farhad Haghighat, hereafter known as the Buyer, agree to buy, seller's 50% share of the house and property at 2810 Deer Park Road, Finksburg, Maryland, under the following conditions:

1- For the full sum of $65,000.00 the Seller agrees to relinquish any claims of ownership in the above referenced property and the Buyer agrees to accept all present and future assets and liabilities of the property except as noted in #2 below. All expenses incurred in the transfer of ownership shall be paid by the Buyer. $65,000.00 to be received by the Seller at settlement.

2- $65,000.00 for the share is equivalent to selling the property privately for $210,000.00 or through a realtor for $224,500.00. If the house is sold again within twelve (12) months of this agreement for greater than the above amounts, the present Buyer agrees to split the difference in profits between present selling price and the future selling price, with the present Seller.

3- Both parties agree that the house shall be taken off the market within 48 hours of signing of this agreement. Any realty agreements shall be terminated during this period by the Seller.

4- The separation settlement document signed by Farhad & Linda A. Haghighat on August 13, 1987 specified that upon settlement of this house, the Seller was to receive $5,000.00 from the Buyer. By this agreement this amount is now due to the Seller on or before 31 December,1988.

5- Both parties agree that the $65,000.00 cash given to the Seller by the Buyer is for the house and its contents in its entirety as is. Seller makes no further claim on any personal properties in the house from this date forward except for the items listed in #6 below.

18 May, 1988

6- A. The Bedroom Set and the Troy Built roto-tiller which are in possession of Farhad Haghighat will remain properties of Linda A. Haghighat to be removed from the house at a later date.

B. The Cub Cadet 782 lawn tractor will remain in possession and becomes property of the Buyer unless the Seller purchases a house by 31 December,1988 which will require ground maintenance and grass cutting by the owner.

7- This agreement is valid only if a mortgage loan for $140,000.00 at an annual interest rate not to exceed 10.50% for a term of 30 years is granted to the Buyer.

The above includes all of the terms of the agreement for the sale of the share in this property.

Linda Haghighat — 22 May 1988
LINDA A. HAGHIGHAT — DATE

Farhad Haghighat — 18 May, 1988
FARHAD HAGHIGHAT — DATE

RONALD LEE LEATHERMAN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MICHELE MARIE LEATHERMAN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV0951

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, 1988, that the Plaintiff, RONALD LEE LEATHERMAN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MICHELE MARIE LEATHERMAN; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, CHRISTINA LYNN LEATHERMAN (born December 18, 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 the sum of Sixty Dollars ($60.00) per week as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the

Filed Sept 16, 1988

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 July 25, 1988 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, MICHELE MARIE LYNCH; and

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

JUDGE

VOLUNTARY SEPARATION & PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of July, 1988, by and between RONALD L. LEATHERMAN ("Husband") and MICHELE M. LEATHERMAN ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 19, 1976 in Baltimore County, Maryland. One child was born as a result of this marriage, namely CHRISTINA LYNN, born December 18, 1976.

Differences have arisen between the parties and they are now and have been since March 1, 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 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.

Plm #1
8/29/88

II. 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 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 here 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 nor 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. 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 alimony and support, both pendente lite and permanent.

IV. 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.

V. 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 debts or obligations.

VI. 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 discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability

on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

VII. 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.

VIII. 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.

IX. CHILD CUSTODY AND VISITATION

The Wife shall have the care and custody of the minor child, **CHRISTINA LYNN LEATHERMAN** with the right and privileges of the Husband to visit and have said minor daughter with him at all reasonable times and places.

X. CHILD SUPPORT

The Husband shall contribute unto MICHELE M. LEATHERMAN the sum of sixty ($60.00) dollars per week for the support and maintenance of the minor child, CHRISTINA LYNN LEATHERMAN. Said sum of money will be paid until the first of any of the following events with respect to said minor child:

(a) Death of the child or
(b) Marriage of the child
(c) The child's becoming self-supporting
(d) The child's arrival at age eighteen years or
(e) The child's entering the military service

X 1/2. MEDICAL BILLS

In addition to child support, the Husband shall pay one-half of all of the child's medical bills which include dentist and prescriptions not covered by insurance.

XI. HEALTH INSURANCE

The Husband will maintain the present health insurance provided through his employer on the child for so long as the policy will allow.

CLOTHING EXPENSE

The parties agree that the Husband will pay to the Wife one half (1/2) of the clothing bill for the minor child incurred by the Wife in the Fall and Spring of each year, until the first of any of the events set forth in paragraph X. Child Support, (a) thru (e).

XIII. 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 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, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 704 (1978) Laws of Md., including, but not limited to, any claim to use and possession of the family home, if any, any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

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, but not merged 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 herpof.

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 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.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, Personal Representatives and assigns.

H. The parties hereby expressly certify that 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. The parties do each warrant that they have made full and complete disclosure to the other of all property owned by them, whether real, personal, or mixed, whether titled in their name or in the name of others, and all rights, liabilities, titles, interests, and/or claims each may have whether inchoate or otherwise.

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

Charles R Griffin Jr
WITNESS

Ronald L Leatherman
RONALD L. LEATHERMAN

Victoria L Higgs
WITNESS

Michele Leatherman
MICHELE M. LEATHERMAN

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 23rd day of March, 1988, the above named RONALD L. LEATHERMAN, 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.

WITNESS my hand and notarial seal:

Richard E. Beck Jr.
NOTARY PUBLIC

My Commission Expires:

July 1, 1990

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 25th day of July, 1988, the above named MICHELE M. LEATHERMAN, 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.

WITNESS my hand and notarial seal:

Victoria L Higgs
NOTARY PUBLIC

VICTORIA L. HIGGS NOTARY PUBLIC Carroll County, Md.

My Commission Expires:

July 1, 1990

JEJ:ras

MARY E. SOUTHERS	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
AMOS G. SOUTHERS	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 3543

* *

JUDGMENT OF ABSOLUTE DIVORCE

The captioned matter having come on for hearing on August 11, 1988, on the Plaintiff, MARY E. SOUTHERS, Supplemental Complaint for Absolute Divorce, testimony having been taken, and the premises having been considered it is therefore this 20th day of September, 1988, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, MARY E. SOUTHERS, be and she is hereby granted an Absolute Divorce from the Defendant, AMOS G. SOUTHERS; and it is further

ORDERED that the Plaintiff and the Defendant shall have joint legal custody of their minor child, MICHAEL BENJAMIN SOUTHERS, in accordance with their Parenting Agreement executed on April 12 & 13, 1988, entered as Plaintiff's Exhibit No. 1 and incorporated herein by a reference; and it is further

ORDERED that the Parties Agreement regarding division of their real and personal property which Agreement was read into the record in open Court on August 11, 1988, be incorporated herein by reference; and it is further

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
SEP 20 10 10 AM '88
LARRY W. SHIPLEY
CLERK

ORDERED that issues relating to support of the said minor child shall be reserved for future determination by this court.

JUDGE

APPROVED AS TO FORM:

JoAnn Ellinghaus-Jones
Attorney for Plaintiff

Michael Lee Kaplan
Attorney for Defendant

CARROLL COUNTY
DEPARTMENT OF SOCIAL SERVICES

WILLIAM DONALD SCHAEFER
Governor

OFFICE OF DIRECTOR
ADMINISTRATIVE & FISCAL SERVICES
ADULT & FAMILY SERVICES
CHILD WELFARE & DAY CARE
EMERGENCY SERVICES CENTER
INCOME MAINTENANCE
SUPPORT ENFORCEMENT

PARENTING AGREEMENT

We, Mary E. Southers, and A. Gary Southers, are the parents of Michael Benjamin Southers, age five. We acknowledge that both of us are able and loving parents and that our son needs and loves both of us. We also agree that it is in the best interest of Michael that we provide the fullest opportunity possible for him to spend time with each of us.

Custodial/Residential Issues:

We agree that co-parenting is important and wish to have joint custody of our son.

We have developed an interim parenting plan that allows Michael to spend time with each of us on a rotating basis for five consecutive days. For the Court's perusal we have attached a parenting schedule through the end of the current school year (April-June) that clearly delineates Michael's scheduled time with each of us. We agree to implement this schedule on April 14, 1988 at which time Michael will be with Dad for five consecutive days, then return to Mom for the next five days and so on. We agree that Michael may telephone the non-residential parent and receive calls from that parent.

Developmental Issues/Day Care/School Placement:

Because we believe that consistency and predictability are important to our son's healthy emotional growth and development, we agree to maintain Michael's current day care arrangement and his school placement, barring any unexpected circumstances that may arise. We agree to share information about Michael's school progress, including report cards, conferences with teachers, and school activities.

PLAINTIFF'S EXHIBIT 1 CV3543 8-11-88

10 Distillery Drive, Westminster, Maryland 21157
Telephone: _____
For The Deaf: 876-7111
Information: (301) 848-8880/876-2190
Equal Opportunity Employer

Summer Vacation and Holidays:

We agree that Michael will spend summer vacation time with each of us and that to the best of our abilities we will schedule our respective vacations with Michael during the period of time that he is to be with each of us. Because emergencies sometimes arise, when we take Michael out of the immediate area, we agree to let the other parent know his whereabouts. On occasion, Dad may take Michael to his job site; when he does, we agree that Michael will be appropriately supervised.

While we agree in principle to alternate holidays and agree that holidays will take precedence, we also agree to negotiate holiday time, given our respective employment schedules with regard to legal holidays.

Insurance Issues:

Since health insurance is both necessary and important in raising Michael, we each agree to provide comprehensive health insurance coverage for our son through our respective employers. We agree to notify the other of Michael's health status, medical needs and outcomes of examinations for preventative and acute health care.

Income Tax Issues:

Because we are sharing the costs of parenting Michael, we agree to take the income tax deduction for him on Federal and State returns in alternating years. As Mom has taken the deduction for 1987 and previously, Dad will take the deduction for 1988 income tax returns. With regard to child care tax credits, each of us will take the appropriate amount of credit based on those child care payments each of us has made to the day care provider and will file accordingly on our 1988 returns.

As this is an Interim Agreement, we agree to return to mediation in June, 1988 to reassess its feasibility in terms of Michael's needs.

We know that life brings unanticipated changes and that Michael's needs will change as he grows. Should for any reason this agreement becomes unworkable or any other issue arises regarding the parenting of Michael which cannot be resolved by mutual agreement, we agree to return to mediation to try to resolve the issue before seeking a judicial determination.

Mary E. Southers	4-12-88
Mary E. Southers, Mother	Date
A. Gary Southers	4-13-88
A. Gary Southers, Father	Date
Nancy L. Ostovitz	4-12-88
Nancy L. Ostovitz, LCSW, Mediator	Date

CV3543

NLO/ct

LINDA LEE DUVALL BRICKERD	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ROBERT DENNIS BRICKERD, JR.	:	Carroll County
Defendant	:	Case No. CV 5767

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 22nd day of September Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Linda Lee Duvall Brickerd, be and she is hereby granted an Absolute Divorce from the Defendant, Robert Dennis Brickerd, Jr.; 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 22 1 41 PM '88
LARRY W. SHIPLEY
CLERK

LAURA SUE CURTIS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JEFFREY ANDREW CURTIS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5802

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 6th day of ~~August~~ October, 1988, that the Plaintiff, LAURA SUE CURTIS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JEFFREY ANDREW CURTIS; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, ALEXANDER NATHANIEL CURTIS (born October 25, 1977) and ELIZABETH SUSANNE CURTIS (born February 10, 1984), be and the same is hereby declared to be joint, but that the children's primary residence is with the Plaintiff subject to the provisions of the Agreements between the parties and subject to the further jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Thirty-Five Dollars ($35.00) 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

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 Agreements between the parties and the Addendums thereto dated November 7, 1985, April 14, 1986, May 26, 1987 and August 15, 1988, all 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, LAURA SUE BRITTINGHAM; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding and the Master's fee.

Luke K. Burns
JUDGE

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 7th day of November, 1985, by and between Jeffrey A. Curtis, hereinafter referred to as "Husband", and Laura S. Curtis, 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 15th day of August, 1977 in the State of Maryland, County of Wicomico.

WHEREAS, as a result of the said marriage, there were two (2) children born, namely: Alexander Nathaniel Curtis, born October 25, 1977 and Elizabeth Susanne Curtis, born February 10, 1984.

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 October, 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

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MD 21157

TELEPHONE
848-1880
876-1879

Pltf #1
8/16/88

Exhibit No. 1

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, 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 October, 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.

CUSTODY OF THE MINOR CHILDREN

At the present time the parties agree that the Wife shall have the custody of the minor children. The Husband shall be entitled to liberal visitation with the children upon reasonable notice to the Wife. Both parties agree to keep each other advised of their addresses and phone numbers.

SUPPORT FOR THE MINOR CHILDREN

At the present time the Wife does not seek child support from the Husband. Wife reserves the right to request child support in the future and to have a Court determine the amount of child support to be paid. Nothing contained in this

Agreement shall be construed in any way to prejudice the Wife's request for child support at that time.

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.

Husband agrees to maintain medical insurance coverage on the minor children. The parties agree to equally divide all medical, dental, optical and orthodontal expenses of the minor children not covered by insurance. The obligation to pay said expenses and maintain said insurance shall continue until the occurrence of the events set forth in the preceding paragraph.

LIFE INSURANCE

Husband and Wife agree to maintain the children as beneficiaries under any life insurance which they have through their employment now or in the future. Husband further agrees to maintain in force the life insurance in force on the parties son. The parties obligtions under this paragraph shall continue until the terminal events described in the preceding paragraph as to child support.

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 Wife, free and clear of any interest of the Husband, with the exception of those items

listed on Schedule A, which is attached hereto and incorporated herein as part hereof. Upon reasonable advance notice to the 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 the Husband, free and clear of any interest of the Wife.

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 Chevy Blazer, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title. Wife agrees to assume the payments for said automobile.

Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1983 Honda Civic, 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 for said automobile.

DISPOSITION OF REAL PROPERTY

The parties own, as tenants by the entireties, improved premises in Carroll County, known as 93 Carnival Drive, Taneytown, Maryland (the "Home"). The Home is subject to the lien of a mortgage to Farmer's Home Administration. Wife shall have the exclusive right to occupy the Home until the first to occur of (a) the Wife's remarriage, or (b) that date which is three (3) years from the date of the 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 premimums on the Home and contents and the cost of pest control, and all minor repairs. The parties agree to split the cost of all major repairs defined as those costing in excess of Fifty Dollars ($50.00). Wife agrees to consult with Husband prior to undertaking such repairs unless of an immediate emergency nature. 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 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 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 this paragraph.

Upon the sale of the Home in accordance herewith, 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 (1) any broker's commission and/or attorney's fees incurred in connection with the sale, (2) all expenses of the sale and closing costs, (3) the principal, accrued interest and any prepayment penalty due on the mortgage.

OUTSTANDING INDEBTEDNESS

The Wife agrees to assume and pay all charges made against the Choice card prior to the date of separation.

The Husband agrees to assume and pay all charges made against the Choice card after the date of the separation. In addition, Husband agrees to assume all responsibility for the Sears and MasterCard bills. Each party shall indemnify and hold harmless the other party from such bill as each agrees to pay 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 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:

Elaine N. Harris — Jeffrey A. Curtis
JEFFREY A. CURTIS

Denise M. Tarleton — Laura S. Curtis
LAURA S. CURTIS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 7th day of November, 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Jeffrey A. Curtis, 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.

Elaine M. Harris
NOTARY PUBLIC

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 7th day of November 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Laura S. Curtis, 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.

Denise M. Tarleton
NOTARY PUBLIC

My commission expires on July 1, 1986.

ADDENDUM TO VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 14th day of April, 1986, by and between JEFFREY A. CURTIS, hereinafter referred to as the "Husband", and LAURA S. CURTIS, hereinafter referred to as the "Wife":

WHEREAS, the parties hereto separated on October 25, 1985, and on November 7, 1985, executed a Voluntary Separation and Property Settlement Agreement; and,

WHEREAS, the parties reconciled in January, 1986, and separated again on March 10, 1986; and,

WHEREAS, the parties wish to modify one provision of the aforesaid Voluntary Separation and Property Settlement Agreement and to reaffirm the balance of said Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein the parties voluntarily agree as follows:

1. The parties acknowledge that they are now and have been since March 10, 1986, living separate and apart, voluntarily and by mutual consent in separate abodes without cohabitation with the purpose and intent of terminating their marriage.

JOHNSON & PARKER, P.A.
ATTORNEYS AT LAW
106 PENNSYLVANIA AVENUE
WESTMINSTER, MD 21157
TELEPHONE
848-1000
876-1070

Pltf #2
8/16/88

Exhibit No. 2

2. The parties agree that the provision of the Voluntary Separation and Property Settlement Agreement entitled "Custody of the Minor Children" shall be amended as follows:

The parties have agreed that the children shall be in their joint custody. The parties further agree that all significant decisions concerning the children shall be decided by the parties jointly, and not by either party to the exclusion of the other.

3. In all other respects the Voluntary Separation and Property Settlement Agreement shall continue in full force and effect without any amendment thereto.

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

Denise M. Tarleton
WITNESS

Jeffrey A. Curtis (SEAL)
JEFFREY A. CURTIS

Lisa Pickett
WITNESS

Laura S Curtis (SEAL)
LAURA S. CURTIS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 14th day of April, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, JEFFREY A. CURTIS, and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum with respect to the Voluntary Separation and Property Settlement Agreement of the parties are true and correct as therein stated and acknowledged said Addendum to be his act.

WITNESS, my hand and Notarial Seal.

Denise M. Tarleton
NOTARY PUBLIC

My Commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 14th day of April, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, LAURA S. CURTIS, and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum with respect to the Voluntary Separation and Property Settlement Agreement of the parties are true and correct as therein stated and acknowledged said Addendum to be her act.

WITNESS, my hand and Notarial Seal.

Lisa Pickett
NOTARY PUBLIC

My Commission expires on July 1, 1986

SECOND

ADDENDUM

THIS SECOND ADDENDUM, made this 26th day of May, 1987, by and between JEFFREY A. CURTIS, hereinafter called "Husband", Party of the First Part, and LAURA S. CURTIS, hereinafter called "Wife", 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 November 7, 1985, and Addendum thereto dated April 14, 1986, which the Parties now seek to partially amend; and

WHEREAS, the Parties, after a second reconciliation attempt and separation thereafter on March 5, 1987, desire to amend for a second time the Voluntary Separation Agreement as well as First Addendum thereto, to clarify certain provisions of said Agreement and Addendum and to incorporate this Second Addendum in any Judgment of divorce which may hereafter be instituted.

NOW THEREFORE, in consideration of the mutual promises, agreements, and covenants expressed herein, the Parties hereby covenant and agree with the other hereto as follows:

Pltff's 8/16/88

Exhibit No. 3

FIRST: The Property Settlement Agreement dated November 7, 1985, and Addendum thereto, dated April 14, 1986, except as hereinafter amended are continued in full force and effect by the Parties, and the terms thereof, except as hereinafter provided, shall continue to be binding on each Party, his or her heirs, personal representatives and assigns.

SECOND: That Item 2 of said First Addendum and the provisions of the Voluntary Separation and Property Settlement Agreement entitled "Custody Of The Minor Children" are hereby deleted in their entirety and the following provisions are substituted in lieu thereof:

CUSTODY AND SUPPORT

The Parties have agreed that it is in the best interests of the Parties' children to provide the following joint custody arrangment:

A. Alexander will reside with his father with the right and privilege unto his mother to visit with and have said child with her at reasonable times and after sufficient notice to Husband, 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. Husband shall cooperate to the fullest extent possible to effectuate this intent.

B. Elizabeth will reside with her mother with the right and privilege unto her father to visit with and have said child with him at reasonable times and after sufficient notice to Wife, it being the intention of the Parties that the Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the child. Wife shall cooperate to the fullest extent possible to effectuate this intent.

C. Each Party shall be charged generally with the support, maintenance, education and general welfare of the child residing therein and the Parties agree that all significant decisions concerning the children, including but not limited to their schooling and other activies shall be decided upon by the Parties jointly, and not by either Party to the exclusion of the other Party. The Parties' obligations with respect hereto shall cease and terminate when the child reaches the age of eighteen (18) years, marries, becomes self-supporting or upon the death of the minor child or custodial parent, whichever event shall first occur. As long as the Parties shall continue to pay for the support and maintenance of the child residing with him/her, the Parties agree that each shall be entitled to claim that child as a dependent on his/her own Federal and State Income Tax Returns beginning with the tax year when the Parties can no longer legally file joint returns.

After Husband has obtained another person(s) to share household expenses on a full-time basis, Husband shall pay unto

Wife the sum of $50.00 per week, toward the support, maintenance, education and general welfare of the Parties' minor daughter. Said payment shall cease and terminate upon the first to occur of any one of the following events as to said child: when the child reaches the age of eighteen (18) years, marries, becomes self-supporting or upon the death of the minor child or custodial parent, whichever event shall first occur.

D. The Parties further agree that neither of them shall attempt to move the respective child's residence more than fifty (50) miles distant from the present location without the consent of the other, or, in the absence of such consent, without a prior Order of a Maryland court of competence jurisdiction after notice to the other Party and an opportunity by him or her to be heard.

E. Husband agrees to carry and keep in force, for the benefit of said children, the medical and hospital insurance presently in effect through his employer until the occurrence of the events set forth in Paragraph C above. All hospital and medical expenses and dental expenses which are not covered by said insurance, shall be equally divided among the Parties hereto.

THIRD: That the provisions of said Agreement entitled "Life Insurance" are hereby deleted in their entirety and the following provisions are substituted in lieu thereof:

LIFE INSURANCE

Husband shall keep in force and pay the premiums on his presently existing life insurance policy issued by the Equitable Life Insurance Company and shall designate Wife as Trustee beneficiary for the Parties' children. Said policy shall be further endorsed so that the right to change the beneficiary shall revert to Husband upon the first to occur of any one of the following events as to said children: (a) arrival at age eighteen; (b) marriage; (c) becoming self-supporting; or (d) death of said children.

FOURTH: The provisions of said Agreement entitled "Disposition Of Personal Property" are hereby deleted in their entirety and the following provisions are substituted in lieu thereof:

DISPOSITION OF PERSONAL PROPERTY

Husband and Wife shall be entitled to retain those items of household furniture and appliances 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 appliances and other personal property in accordance with said distribution.

FIFTH: That the provisions of said Agreement entitled "Disposition Of Automobiles" are hereby deleted in their entirety and the following provisions are substituted in lieu thereof:

DISTRIBUTION OF AUTOMOBILES

Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1982 Chevy Blazer, 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 hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1983 Honda Civic, 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 along, Wife shall pay the cost, if any, for the transfer of title.

SIXTH: That the provisions of said Agreement entitled "Disposition Of Real Property" are hereby deleted in their entirety and the following provisions are substituted in lieu thereof:

DISPOSITION OF REAL PROPERTY

The Parties own, as tenants by the entireties in fee simple, improved premises in Carroll County, known as 3308 Blacks

Schoolhouse Road in Taneytown, Maryland (the "Home") as described in a Deed recorded among the Land Records of Carroll County in Liber No. 975, folio 684, said property currently occupied by Husband. With respect to the said property the Parties agree as follows:

A. Husband shall continue to occupy the Home for an amount of time not exceeding two (2) years from March 5, 1987, and during said occupancy, Husband shall have the option, after written notice to Wife, to purchase said property at an agreed upon fair market price established by a mutually agreed upon appraiser. In event the Parties cannot agree upon an appraiser then each Party shall appoint a qualified appraiser and the fair market price shall be the average of the two appraisals. Should Husband elect to do so then Husband agrees to pay to Wife, by certified bank check, an amount equal to one-half of the agreed upon fair market price after allowance for all liens, encumbrances, and expenses thereon. Said payment shall be made to Wife no later than sixty (60) days from date of Husband's election to purchase. In consideration of said payment to Wife, Wife agrees to convey to Husband all her right, title and interest in and to the said property and Husband shall be responsible for the preparation of any and all documents necessary for the transfer, including the cost of preparing and recording the Deed. It is further agreed that Wife shall not be obligated to make any contribution toward any mortgage, taxes or hazard insurance payments made, or presently due, or for any

improvements, maintenance or repair work performed at or on the property, for the period while Husband is occupying said real property and in consideration thereof Wife irrevocably and permanently waives any present or future claims she may have against Husband for reimbursement of any mortgage payments on said property. In event that the real property has not been acquired by Husband or sold and settled upon within two years from March 5, 1987, then Wife agrees to share one-half of the mortgage, taxes and insurance on said real property.

B. Husband shall continue to pay the monthly mortgage payment in the amount of Seven Hundred Sixteen Dollars ($716) on said property to the Margaretten & Company, Inc., and Husband will indemnify Wife and hold her harmless for any claim or claims made or arising thereunder from and after date of this Second Addendum except as hereinabove mentioned.

C. Upon Husband's failure to exercise his option to purchase the Home during the period of his aforementioned occupancy, said Home shall then be listed with a mutually agreed upon real estate broker for sale, and the net proceeds from the sale after payment of the expenses thereof shall be equally divided between Husband and Wife. Husband may continue to occupy the Home until the closing date.

SEVENTH: That the provisions of said Agreement entitled "Outstanding Indebtedness" is hereby amended to include the following provisions:

It is hereby acknowledged by and between the Parties that there remain two (2) joint liabilities; a loan given to the Parties by the Union National Bank (the "Bank") to consolidate the Parties previous indebtedness and a bill to Francis Scott Key Memorial Hospital (the "Hospital") for services given to the Parties' son. Each Party agrees to pay monthly when due, one-half of the indebtedness due thereon:

(a) to the Bank - One Hundred Twenty Dollars ($120.00) each until paid in full. Wife shall send her payment to Husband and Husband will then forward same along with his payment to said Bank.

(b) to the Hospital - Fifty Dollars ($50.00) each until paid in full. Wife shall send her payment to Husband and Husband will forward same along with his payment to said Hospital.

Each Party, in this respect, agrees to indemnify and hold harmless the other for any liability or loss suffered on these accounts beyond their respective share of indebtedness as now divided.

EIGHTH: That the provisions of said Agreement entitled "Miscellaneous Provisions" is hereby amended after sub-paragraph (b) to include the following sub-paragraphs (c), (d) and (e):

MISCELLANEOUS PROVISIONS

(c) Husband and Wife covenant and agree that each shall pay his or her own Attorney's fees and court costs arising as a

result of their separating and any subsequent divorce actions should one of the Parties later bring a Complaint for divorce against the other.

(d) 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 and interest direct or indirect to any pension, retirement, profit sharing fund or annuities that either of the Parties may own or hereafter acquire.

(e) Wife agrees, if so requested by Husband, to execute and file joint Federal and State Income Tax Returns for the year 1986 and for any subsequent year during which they shall be husband and wife and entitled under the applicable laws and regulations to file joint returns. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Each party hereby agrees to equally share any tax refund that may result from an overpayment in connection with his or her respective earnings or income. Wife hereby grants to Husband the right and power to endorse any and all income tax refund checks payable to the parties hereto with her name in order to effectuate the purpose of this Agreement, provided, however, that he shall forthwith account and

pay unto her any part of the proceeds of such checks as may represent her share of a refund of any overpayment of taxes in connection with her earnings or income.

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

WITNESS — JEFFREY A. CURTIS (SEAL)

WITNESS — LAURA S. CURTIS (SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 5th day of May, 1987, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, ~~JEFFREY A. CURTIS~~ LAURA S. CURTIS, and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum, particularly in respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Addendum to be his act and deed.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires July 1, 1990 — NOTARY PUBLIC

My Commission expires on July 1, 1990 — FOR LAURA S. CURTIS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 26th day of May, 1987, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, ~~LAURA S. CURTIS~~ JEFFREY A. CURTIS, and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum, particularly in respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Addendum to be her act and deed.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

CINDY L. HOFF NOTARY PUBLIC CARROLL CO., MD

My Commission expires on July 1, 1990

THIRD ADDENDUM TO
VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 15th day of August, 1988, by and between LAURA S. CURTIS, hereinafter called "Wife", and JEFFREY A. CURTIS, hereinafter called "Husband".

WHEREAS, the Parties have previously executed a Voluntary Separation and Property Settlement Agreement dated November 7, 1985 and thereafter executed two addendums to that agreement the first being dated April 14, 1986 and the second being dated May 26, 1987; and,

WHEREAS, disputes have arisen between the parties concerning the application and interpretation of their settlement agreement; and,

WHEREAS, the parties have reached a comprehensive settlement agreement resolving all their outstanding disputes; and,

WHEREAS, the parties wish to modify and clarify certain provisions of the aforegoing Voluntary Separation and Property Settlement Agreement as reflected in the original agreement and the two addendums thereto and further wish to reaffirm the balance of the settlement agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein the parties voluntarily agree as follows:

Rec'd #31
8/16/88

1. The Voluntary Separation and Property Settlement Agreement dated November 7, 1985, the Addendum dated April 14, 1986 and the Second Addendum dated May 26, 1987, except as hereinafter ammended are continued in full force and effect by the parties, and the terms thereof, except as hereinafter provided, shall continue to be binding on each party, his or her heirs, personal representatives and assigns.

2. The parties agree that paragraph SECOND of the second addendum to the voluntary separation and property settlement agreement entitled, "Custody and Support" shall be deleted in its entirety and the following language substituted in place thereof:

a. Two children were born to the parties as a result of their marriage; namely, ALEXANDER NATHANIEL CURTIS, born October 25, 1977 and ELIZABETH SUSANNE CURTIS, born February 10, 1984. The parties agree that Husband and Wife will maintain joint legal custody of the minor children with the understanding that the children shall principally reside with the Wife subject to the provisions set forth below.

b. The parties further agree 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. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the minor children and both parents shall participate as much as

possible in making all significant decisions in the areas specifically set forth herein (except in the event of emergencies). 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 and 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.

c. The parties further agree that neither of them shall attempt to move the children's residence more than fifty (50) miles distant from the present location without the consent of the other, or, in the absence of such consent, without a prior order of a Maryland Court of competent jurisdiction after notice to the other party and opportunity by him or her to be heard.

d. Husband agrees to pay Wife as child support the sum of $35.00 per week, per child, payable in advance accounting from June 1, 1988. The parties further agree that beginning December 1, 1990, Husband agrees to pay Wife as child support the sum of $50.00 per week, per child. The child support payments shall cease and terminate upon the first to occur of any one of the following events as to each child: when the child reaches the

age of eighteen (18) years, marries, becomes self-supporting or upon the death of the minor child or custodial parent, whichever shall first occur.

e. Husband further agrees to carry and keep in force for the benefit of the minor children, the medical and hospital insurance presently in effect through his employer until the occurrance of the events as set forth in paragraph d above. All hospital and medical expenses and dental expenses which are not covered by insurance shall be equally divided among the parties hereto.

f. Wife agrees that so long as Husband continues to support the minor children and generally maintain his current level of physical care of the children he may claim the dependency exemption for ALEXANDER NATHANIEL CURTIS on his federal and state income tax returns. Wife agrees that she will provide Husband for each applicable year a written declaration waiving her claim to dependency exemption for ALEXANDER NATHANIEL CURTIS. The declaration shall be provided on IRS form 8332 or in such other writings which conforms to regulations issued pursuant to the Internal Revenue Code section 152(e), as promogated from time to time. Wife shall be entitled to the dependency exemption for ELIZABETH SUSANNE CURTIS. Husband agrees, if requested, to provide Wife with the appropriate written declaration waiving his claim to the dependency exemption for ELIZABETH SUSANNE CURTIS. The declaration shall be provided to Wife on

IRS form 8332 or in such other writings which conforms to regulations issued pursuant to Internal Revenue Code section 152(e), as promogated from time to time.

3. The parties further agree that paragraph SEVENTH of the second addendum dated May 26, 1987 shall be deleted in its entirety and the following language substituted therein:

That the provisions of the voluntary separation and property settlement agreement entitled, "Outstanding Indebtedness" are hereby amended to include the following provisions:

It is acknowledged by and between the parties that there remain two (2) joint liabilities; a loan given to the parties by the Union National Bank (the "bank") to consolidate the parties' previous indebtedness and a loan from Husband's parents with an approximate principal balance due of $2,000 to $3,000.

(a) To the bank, Husband agrees to make the entire monthly payment in the approximate amount of ~~$120.00~~ $236.00 until the loan is paid in full.

(b) Husband agrees to assume full responsibility for the loan from his parents and agrees to indemnify and hold Wife harmless from any and all claims made against her as a result of this loan. The parties further acknowledge that Husband has made payments to the Francis Scott Key Memorial Hospital for a medical bill incurred by the parties minor son. Husband agrees to waive any and all claims against Wife for contribution as a

result of his payment of this indebtedness.

4. The parties further agree that paragraph EIGHTH (c) of the second addendum dated May 26, 1987 entitled, "Miscellaneous Provisions" shall be deleted in its entirety and the following language substituted therein:

(c) Husband and Wife convenant and agree that each shall pay his or her own attorney's fees arising out of any divorce action brought by either party against the other. Wife shall pay the filing fee of the divorce action and Husband shall pay all additional open Court costs and the Master's fee, if any.

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

WITNESS — LAURA SUE CURTIS

WITNESS — JEFFREY A. CURTIS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 12th day of August, 1988, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, LAURA SUE CURTIS and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum, par-

ticularly in respect to the voluntary separation and property settlement agreement of the parties are true and correct as therein stated and acknowledged said Addendum to be her act and deed.

AS WITNESS, my hand and Notarial Seal.

GAIL TEAL DAVIDSON NOTARY PUBLIC CARROLL CO. MD

Gail Teal Davidson
NOTARY PUBLIC
My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 15th day of August, 1988, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, JEFFREY A. CURTIS and made oath in due form of law that the matters and facts set forth in the aforegoing Addendum, particularly in respect to the voluntary separaton and property settlement agreement of the parties are true and correct as therein stated and acknowleged said Addendum to be his act and deed.

AS WITNESS, my hand and Notarial Seal.

Anna M. Gaus
NOTARY PUBLIC
My Commission Expires: 7/1/90

HAROLD E. LEESE	:	In the
Plaintiff and Counter-Defendant	:	Circuit Court
vs	:	for
SHIRLEY MAY LEESE	:	Carroll County
Defendant and Counter-Plaintiff	:	Case No. CV 5783

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 10th day of October, Nineteen Hundred and Eighty-eight, that the above-named Counter-Plaintiff, Shirley May Leese, be and she is hereby granted an Absolute Divorce from the Counter-Defendant, Harold E. Leese; and

It is further ADJUDGED and ORDERED that the Counter-Plaintiff, Shirley May Leese, be and she is hereby awarded the guardianship and custody of Harold E. Leese, Jr., minor child of the parties hereto, with the right unto the Counter-Defendant, Harold E. Leese, to visit said child every Sunday from 9:00 A.M. to 8:00 P.M., beginning the first Sunday in October, 1988, said visitation being subject to Counter-Defendant's not drinking when having visitation; all subject, however, to the continuing jurisdiction of this Court:

And it is further ORDERED that child support payments, previously determined by Carroll County Department of Social Services, be made through the Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, subject to the further Order of this Court; and

Filed Oct 10, 1988

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

It is further ORDERED that, if the Counter-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 Counter-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 Counter-Plaintiff pay the costs of these proceedings.

Luke K. Burns
Judge

JIMMY LEE DIMARCO	:	In the
Plaintiff	:	Circuit Court
vs	:	for
REBECCA JO WEAVER DIMARCO	:	Carroll County
Defendant	:	Case No. CV 5944

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 October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Jimmy Lee DiMarco, be and he is hereby granted an Absolute Divorce from the Defendant, Rebecca Jo Weaver DiMarco; 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
Oct 10 9 59 AM '88
LARRY W. SHIPLEY
CLERK

PAULINE Z. ROSE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CHARLES D. ROSE	:	Carroll County
Defendant	:	Case No. CV 5961

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 October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Pauline Z. Rose, be and she is hereby granted an Absolute Divorce from the Defendant, Charles D. Rose; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated November 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 ORDERED that the Plaintiff pay the costs of these proceedings.

Luke K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
Oct 10 9 59 AM '88
LARRY W. SHIPLEY
CLERK

EXHIBIT A

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 5th day of November, 1987, by and between CHARLES D. ROSE, of Carroll County, Maryland, herein called "Husband", and PAULINE Z. ROSE, 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 Alexandria, Virginia, on January 7, 1964, 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 June 29, 1987, 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. Exhibit No. 1

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

Two children were born as a result of the marriage, Dawn M. Geppert, born August 21, 1964, and Sandra L. Rose, born May 21, 1967.

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 and all interest that he may have in the TDA Account (Lincoln National). It is further agreed that wife will transfer to husband any and all interest that she may have in security accounts currently being maintained in husband's name.

Husband specifically agrees to release any claim or interest whatsoever that he may have in any retirement account or pension plan in wife's name.

Husband will transfer to wife any interest that he may have in a 1983 Chevrolet Cavalier automobile. Wife agrees to indemnify and hold husband harmless regarding the transfer and ownership of said motor vehicle. Wife will assume full responsibility for the existing lien on said motor vehicle.

The parties acknowledge that wife has U. S. Savings Bonds in her name in the approximate amount of $2,050.00. It is agreed that said Bonds will be held by wife to be used for Sandra Lynn Rose's wedding. In the event that Sandra Lynn Rose has not married by the time said Savings Bonds mature, the money will be given to Sandra Lynn Rose.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 2512 Appaloosa Way, Finksburg,

Maryland 21048. It is agreed by and between the parties that wife will remain in said residence until such time as settlement takes place. It is agreed by and between the parties that said property shall be listed for sale with a mutually agreeable real estate broker in Carroll County no later than September 1, 1988. In the event that husband and wife are unable to agree on the broker to list said property, each party will pick an independent broker. The brokers chosen by the parties will then select a broker to list the property.

Unless the parties mutually agree to the contrary, said property will be listed at an appraised value supplied by the real estate broker. Unless mutually agreed between the parties, each covenants and agrees to accept any contract relating to the sale of said property in an amount equal the appraised value, provided that said contract has no other contingencies other than financing and/or the sale of the buyer's home.

The parties agree that they will equally divide the net proceeds derived from the sale of said residence. Net proceeds will be defined as that amount remaining after the payment of the first mortgage due Westview Federal, a home improvement loan due Union National Bank, and the ordinary and reasonable costs of sale, including, but not limited to real estate commissions, payment of documentary stamps and transfer tax on said property and other settlement expenses.

HEALTH INSURANCE

It is agreed by and between husband and wife that wife will continue to provide health insurance, as long as she is employed with her current employer, for the benefit of husband and Sandra Lynn Rose. Wife's obligation to maintain this insurance with respect to Charles D. Rose will terminate at such time as the

parties obtain a final divorce, or at such time as there shall be any increase in the premium paid by wife with respect to the maintenance of said health insurance, whichever shall first occur. Husband, at his expense, has the right to pay any increase in the premium paid by wife with respect to the maintenance of health insurance on the husband. If husband elects to pay said differential, he may remain on wife's insurance policy. Wife's obligation to maintain health insurance for the benefit of Sandra Lynn Rose will continue until such time as said child is no longer a full-time student or wife is obligated to pay additional costs for the maintenance of said insurance, whichever shall first occur.

Husband retains the right to obtain health insurance benefits on his behalf through the wife or wife's employer subsequent to a divorce, provided that husband will assume full responsibility for the payment of any premiums with respect to his continued coverage.

Wife retains the right to obtain health insurance benefits on her behalf through the husband or husband's employer subsequent to a divorce, provided that wife will assume full responsibility for the payment of any premiums with respect to her continued coverage.

It is further agreed by and between husband and wife that each party will assume equal responsibility for all uninsured medical expenses incurred on behalf of or by Sandra Lynn Rose until such time as she is no longer a full-time student or until she reaches the age of twenty-two (22), whichever shall first occur.

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.

It is specifically agreed by and between the parties that wife will assume full responsibility for the outstanding car payments due on her car (in the approximate amount of $1,562.00). It is further agreed that wife will assume responsibility for the monthly payments due to Union National Bank on the home improvement loan (in the total amount of $1,506.00). To the extent that there is a balance due on said loan at such time as the house is sold, the remaining balance will be paid from the proceeds of sale. Each party agrees to assume responsibility for one-half of the mortgage payments, real estate insurance and real estate taxes due on the former marital residence. Wife assumes responsibility for payments due to Sinai Fitness and the Bank of Baltimore (VISA) for obligations incurred up to the date of the execution of this Agreement (in the approximate amount of $400.00). Wife additionally assumes

responsibility for obligations due Dr. Goldman (in the approximate amount of $200.00).

Husband assumes full responsibility for the payment of all charge account obligations in his name (in the approximate amount of $18,000.00).

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. 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.

The parties acknowledge that they have made full disclosure to each other of all assets they currently own.

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:

Joyce S. Matthews — Charles D. Rose (SEAL)
CHARLES D. ROSE

[illegible] — Pauline Z. Rose (SEAL)
PAULINE Z. ROSE

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

I HEREBY CERTIFY that on this 23rd day of October, 1987, the above-named CHARLES D. ROSE 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.

Ellen W. McNamus
Notary Public
My Commission Expires: 7/1/90

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

I HEREBY CERTIFY that on this 5th day of November, 1987, the above-named PAULINE Z. ROSE 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.

Donna B. Yelton
NOTARY PUBLIC
Carroll County, Maryland

Donna B. Yelton
Notary Public
My Commission Expires: 7/1/90

DANIEL ROSS DALMAU	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CATHLEEN ANN HENNEMAN	:	Carroll County
Defendant	:	Case No. CV 6161

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 October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Daniel Ross Dalmau, be and he is hereby granted an Absolute Divorce from the Defendant, Cathleen Ann Henneman; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement by and between the parties hereto, dated July 27, 1988 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that Defendant's maiden name, Cathleen Ann Henneman, be and it is hereby restored to her; 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
OCT 10 10 03 AM '88
LARRY W. SHIPLEY
CLERK

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This hereinafter called "Agreement" made this 27 day of July, 1988 by and between Daniel R. Dalmau of Carroll County, Maryland, hereinafter called "Husband" and Cathleen A. Henneman of Baltimore County, Maryland hereinafter called "Wife", and Husband and Wife hereinafter called "the parties".

1. RECITATIONS

The parties hereto are husband and wife, having been duly married by a religious ceremony in Baltimore County, Maryland on September 7, 1985 and have no children as a result of their marriage.

The parties having mutually agreed to voluntarily seperate and having done so on May 20, 1987, and thereafter having lived separate and apart without cohabitation and such separation is final and beyond any reasonable expectation of reconciliation.

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 marriage relationship.

D.E.D. INITIAL CAH INITIAL

Pl. Exhibit No. 1

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. The parties shall continue living separate and apart each being entirely free from interference, authority, or control, direct or indirect from the other, as fully as if each were single and unmarried, insofar as the law allows except with the respect to the duties and obligations hereinafter set forth. Neither party shall compel or attempt or demand the other to live with him or her, and neither party shall come to the home of the other without prior notice and approval of the other. Neither party shall in any manner, assault, threaten, or interfere with or trouble the other.

2. WAIVER OF ALIMONY AND OR SUPPORT

Wife agrees to waive any and all present or future right for alimony and/or support from Husband and Husband agrees to waive any and all present or future right for alimony and/or support from Wife.

3. PROPERTY AND PERSONAL RIGHTS OF THE PARTIES

The parties further acknowledge and agree that they have heretofore divided and/or dissolved all mutual joint bank accounts,

D.E.D. INITIAL CAH INITIAL

retirement accounts to their mutual satisfaction and wife hereby transfers all her rights, title and interest in said accounts opened or closed in the course of their marriage to the husband. Except as noted herein, each party shall retain as his or her sole and separate property all monies in banks and loan associations as presently held or created since May 20, 1987 in their respective names individually.

Husband agrees and covenants prior to the final granting of divorce to transfer all right, title and interest in the 1985 Toyota 4 wheel drive truck presently in wife's possession as the law and lien holder will allow. Wife agrees to supply all the necessary information and sign all the necessary documents required by lienholder, to assume payment of the financing remaining on truck through Carroll County Bank and Trust Company and agrees to indemnify and hold Husband harmless for any payments due and owing to said bank from the date of said transfer.

Wife agrees and covenants prior to the final granting of divorce to transfer all right, title, and interest in the 1984 Ford Tempo presently in husband's possession as the law and lien will allow. Husband agrees to supply all the necessary information and sign all the necessary documents required by lienholder to assume payments of financing remaining on car through Ford Motor Credit Company and agrees to indemnify and hold Wife harmless for any payments due and owing to said finance company from date of said transfer.

Household furniture, furnishings, wedding gifts, supplies, and all other personal property received or purchased since the begin-

D.R.D. INITIAL CAH INITIAL

ning of their marriage have previously been divided between them and neither party shall make claim to any such articles of personalty now in the possession of the other party and each of the parties transfers and assigns to the other all of their respective property rights, title, and interest in such property as now in the possession of the other or acquired since May 20, 1987 or to be acquired until the final granting of divorce.

4. REAL PROPERTY

The parties own a home as tenants by the entirety known as 622 Falmouth Court, Sykesville, Maryland 21784. The Wife agrees and covenants prior to final granting of divorce and simultaneously with the exchange of the car and truck titles to each other in the presence of a notary to release and relinquish all rights, title and interest in said house. The Wife agrees to execute all the documents necessary, including but not limited to signing the deed, to transfer said house to the Husband. Husband in return will supply all the necessary information and sign all the necessary documents to release Wife from the mortgage note and the deed of trust and covenants and agrees to save the Wife harmless and to indemnify her against any or all debts or obligations arising from her prior ownership interest.

5. PERFORMANCE

Parties agree to execute, acknowledge and deliver, at the

D.R.D. INITIAL CAH INITIAL

request of the other, or their heirs, personal representatives or assigns, any releases, deeds, titles, assignments or other conveyances or instruments necessary to carry out the provisions of this agreement now or at some future date.

6. 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.

D.R.D. INITIAL CAH INITIAL

7. MEDICAL AND LIFE INSURANCE

Husband and Wife agree that each shall maintain his or her own hospital and medical insurance policies and life insurance policies.

8. TAXES

The parties agree to file separate federal and state income tax returns for the 1988 tax year. Wife agrees and covenants to allow Husband to deduct on his return all applicable mortgage interest, property taxes, and any other deductions accruing from home ownership as well as state and local income taxes paid by husband in prior years. Personal interest deductions arising from the payment of automobile/truck loans shall be allocated by who actually made the payments regardless of title ownership interests. To wit: Wife agrees and covenants that Husband shall be entitled to deduct all the interest paid on the Ford Tempo loan and the interest paid on the first three (3) months of 1988 on the Toyota truck loan. Husband agrees and covenants that Wife shall be entitled to deduct all subsequent interest paid after March 1988 on Toyota truck loan.

9. ATTORNEY'S FEES AND COURT COSTS

Husband and Wife covenant and agree that Husband shall

D.R.D. INITIAL CAH INITIAL

pay all court costs and the fee of the Master-Examiner (if any) in any proceedings for a divorce which may arise for or between the parties provided the grounds for divorce are confined only to "voluntary separation without cohabitation for one year".

10. VOLUNTARY EXECUTION AND INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this agreement, and that each has had independent legal advise concerning all the terms of this VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT prior to the execution hereof and all such terms included herein are understood by the parties and have been fully explained by their respective counsel. Each party further affirms that Husband and Wife have been informed of each of their respective financial positions and acknowledges that this Agreement is fair and equitable based on said financial positions and 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.

11. RELEASE AND WAIVER

Except as provided for under the terms of this Agreement, Husband releases Wife, and Wife releases Husband, of and from:

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All rights and claims by inheritance or descent in and to any and all real or personal property of Wife or Husband now held or hereacquired by her or him; all rights of dower, inchoate or otherwise, curtesy, thirds, or allowances, either statutory or arising at Common Law, in, to or against the property and estate of the other; all rights growing out of or incident to, the marital relation, or otherwise, including the right to administer his or her estate in the event of the death of him or her; and all actions, causes of actions, suits, claims, debts, demands and obligations, of whatsoever mature, which either may now or hereafter have against the other, the intent thereof being that henceforth there shall be, as between the parties, only such rights and obligations as are herein specifically contracted and provided for, And the Wife release all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Maryland including use and possession of the family home, use and possession of family use personal property and any claim to present or future monetary award as an adjustment of the equities and rights of the parties concerning marital property otherwise or beyond as are also herein specifically provided for in this agreement.

12. INCORPORATION OF AGREEMENT

Nothing in this Agreement shall be interpreted so as to prevent one or the other spouse, who so may wish, from filing for

DRD. INITIAL CAA INITIAL

a divorce in any Court of any state. Should suit for a divorce be filed at any time now or in the future be either or both parties, the parties agree that this Agreement shall be offered in evidence as binding and with the approval of any Court of competent jurisdiction, this Agreement shall be incorporated in any such decree of absolute divorce which may be passed by such Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision(s) there of in said Decree, then the parties, their respective heirs, personal representatives and assigns, agree that they will nevertheless still abide by and carry out all the provisions hereof.

13. APPLICABLE LAW AND SURVIVABILITY

This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland. The parties recognize that statutory law may provide for rights of the parties which may differ from the terms of this Agreement. The parties expressly waive all such statutory rights and state that this Agreement contains the entire understanding of the parties as to their respective rights, and if for any reason any provision(s) shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

14. MODIFICATIONS TO AGREEMENT

D.R.D. INITIAL CAH INITIAL

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 such alteration, change, cancellation, abrogation, or annulment shall only take place after being reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provision(s) herein 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.

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

Cindy E. Spence — WITNESS
Daniel R. Dalmau — DANIEL R. DALMAU (SEAL)

Cindy E. Spence — WITNESS
Cathleen A. Henneman — CATHLEEN A. HENNEMAN (SEAL)

STATE OF MARYLAND

COUNTY OF CARROLL, ss.

I HEREBY CERTIFY that on this 27 day of July, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared DANIEL R. DALMAU and CATHLEEN A. HENNEMAN, parties named in the foregoing Agreement, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement including with respect to the voluntary separation of the parties are true to the best of their knowledge, information and belief. In witness whereof, I hereunto set my hand and official seal.

July 1, 1990
COMMISSION EXPIRES

Cynthia Ellen Lowrie
NOTARY PUBLIC

PATSY ANN JOINES	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CARROLL KEITH JOINES	:	Carroll County
Defendant	:	Case No. CV 1302

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 13th day of October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Patsy Ann Joines, be and she is hereby granted an Absolute Divorce from the Defendant, Carroll Keith Joines; and

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

Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
Oct 14 8 19 AM '88
LARRY W. SHIPLEY
CLERK

VICKY L. GRANT	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARK K. GRANT	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5734

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 October, 1988, that the Plaintiff, VICKY L. GRANT, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MARK K. GRANT; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 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 be and she is hereby authorized to resume the use of her maiden name, ~~VICKY~~ VICKY LYNN BAREHAM; and

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

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
Oct 14 8 19 AM '88
LARRY W. SHIPLEY CLERK

ORIGINAL THREE OF THREE

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This is a SEPARATION AND PROPERTY SETTLEMENT AGREEMENT (hereinafter Agreement), by and between MARK KEVIN GRANT, party of the first part, hereinafter referred to as "Husband", and VICKYLYNN GRANT, party of the second part, hereinafter referred to as "Wife".

WHEREAS, the parties hereto were married in Howard County, Maryland, on the 2nd day of October, 1981; and,

WHEREAS, no children have been born of this marriage; and,

WHEREAS, in consequence of irreconcilable differences and disagreements between them, the parties have lived separate and apart since the 11th day of September, 1986; and,

WHEREAS, the parties hereto desire to settle and adjust all matters concerning their rights, claims, demands and obligations pertaining to their marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all their said rights and obligations and any claims and demands that each of the parties may have upon the other, and in consideration of the mutual promises, covenants and releases hereinafter set forth, and for other good and valuable consideration, the parties hereto mutually agree to all the provisions of this Agreement.

MUTUAL AND VOLUNTARY SEPARATION

1. The parties shall live separate and apart, shall have separate domiciles, and may conduct, carry on or engage in any employment, business or trade which to him or her shall seem advisable for his or her own support, use and benefit.

2. Neither of the parties shall compel, nor attempt to compel, the other party to cohabit or live with him or her

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9/27/88

through the use of force, deceit or by any other means whatsoever.

3. Neither of the parties shall molest, harass, disturb, malign, nor interfere with the other party in his or her respective liberties, conduct or acts, and each party shall be free from any authority and control by the other in like manner as if the parties were not married to each other.

REAL PROPERTY

4. The parties are not seised of any jointly-owned real property at the time of the ratification of this Agreement.

PERSONAL PROPERTY

5. Each of the parties hereto shall have the sole and exclusive right, title and interest in and to their respective clothing, jewelry and other personal effects, wherever situate.

6. Wife shall have the following:

a. One (1) dining room set;
b. The family room couch, table, lamp and stools;
c. One (1) bed;
d. One (1) bedroom set;
e. Two (2) bookcases; and,
f. One (1) small color television.

7. Husband shall have the following:

a. One (1) living room set, including one (1) couch, one (1) table, one (1) chair, one (1) end table, one (1) lamp and one (1) mirror;
b. One (1) bed;
c. One (1) leather chair;
d. One (1) Hitachi television;
e. One (1) stereo system complete with all cables and attachments.

8. Husband shall transfer any right, title and interest he may have in any automobile in Wife's possession to Wife, and Wife shall assume full responsibility for the payment of any automobile insurance premiums and of any outstanding loan on said automobile and to hold Husband harmless on any of said payments. The parties shall execute any documents necessary to accomplish said

transfer of title into the name of Wife and to further release Husband from any outstanding obligations thereto.

9. Wife shall transfer any right, title and interest she may have in any automobile in Husband's possession to Husband, and Husband shall assume full responsibility for the payment of any automobile insurance premiums and of any outstanding loan on said automobile and to hold Wife harmless on any of said payments. The parties shall execute any documents necessary to accomplish said transfer of title into the name of Husband and to further release Wife from any outstanding obligations thereto.

DIVORCE

10. Nothing herein contained shall be deemed to preclude or bar either of the parties from maintaining a suit for absolute divorce against the other in any domestic or foreign jurisdiction; provided, however, that if consistent with the rules of the Court granting a decree of absolute divorce, the terms and provisions of this Agreement, or the substance thereof, shall be incorporated and merged into such decree. However, no provisions inconsistent herewith shall be incorporated and merged into any such decree or be enforceable thereunder unless otherwise ordered by a court of competent jurisdiction. The parties agree that any such absolute divorce will not be contested.

11. Should the parties at some future time become involved in any divorce proceedings between them, each agrees to be responsible for his or her attorney's fees and court costs and shall make no claim against the other for contribution on account thereof.

DEBTS

12. Except as otherwise provided herein, Husband shall be responsible for the payment of the following debts:

a. Circuit City (approximate balance is $400.00);

b. VISA credit card (approximate balance is $2,600.00);
c. Tax owed to federal government (approximate balance is $1,000.00); and,
d. Alexandria Savings & Loan Association (automobile loan for one (1) 1984 Chrysler Lazer automobile -- approximate balance is $5,700).

13. Except as otherwise provided herein, Wife shall be responsible for the payment of the following debts:

a. The Hecht Company (approximate balance is $79.00);
b. Sears Roebuck & Company (approximate balance is $1,100.00);
c. CHOICE credit card (approximate balance is $1,700.00);
d. MASTERCARD credit card (approximate balance is $1,300.00); and,
e. Tower Federal Credit Union (approximate balance is $1,500.00).

INCOME TAXES

14. Each of the parties acknowledges that he or she has read this Agreement and has had an opportunity to obtain tax advice, other than from the attorney who drafted this Agreement, and has considered his or her financial situation and the financial situation of the other.

15. The parties shall file separate income tax returns for the tax year in which this Agreement becomes effective unless they later agree that the filing of a joint return would be financially advantageous for both parties; if a joint income tax return is filed by the parties, any joint income tax refund or liability shall be divided between the parties in proportion to his or her contribution thereto.

16. Husband shall be responsible for paying the parties' existing federal income tax liability, of approximately One Thousand Dollars ($1,000.00), as provided herein.

MODIFICATIONS AND WAIVERS

17. No modification or waiver of any of the terms, conditions or provisions of this Agreement shall be valid unless said modification or waiver is in a writing signed and acknowledged by

both parties before a notary public or other authorized official, and, if required, approved by a court of competent jurisdiction.

18. The omission by a party (hereinafter "aggrieved party"), at any time, to enforce any default or right reserved to the said aggrieved party, or to require the performance of any of the terms, covenants or provisions of this Agreement by the other party (hereinafter "defaulter") shall not be a waiver of any such default, right or performance to which the aggrieved party is entitled, nor shall it in any way affect the right of the aggrieved party to enforce such terms, covenants or provisions thereafter. An aggrieved party may exercise all remedies separately or simultaneously, or in any order deemed appropriate by said aggrieved party, pursuant to the terms of this Agreement, said remedies being cumulative, and any such action or failure to act shall not operate to release the defaulter until the full amounts of any payments due the aggrieved party, the said rights asserted by the aggrieved party have been restored or the said performance demanded by the aggrieved party has been completed. Said defaulter shall pay forthwith to the aggrieved party, upon written demand, any and all court costs and other expenses, including reasonable attorney's fees, incurred by the aggrieved party in the aggrieved party's successful attempt to enforce any provisions of this Agreement despite any prior forbearances by said aggrieved party to enforce said provisions.

RELEASES AND WARRANTIES

19. The parties warrant that they have not heretofore contracted any debt for which the other may or will be responsible other than as already disclosed herein. They further agree that they will not pledge or engage the credit of the other party for any purpose whatsoever and will not at any time after the date of this Agreement contract any debt or obligation upon which the

other party could be held liable. Each of the parties covenants at all times to keep the other party and his or her estate free, harmless and indemnified of and from any and all debts, charges and liabilities hereafter contracted for or incurred by each.

20. Except as regards the obligations under this Agreement, the parties do each hereby waive, renounce, relinquish and release unto the other party, the heirs, executors, administrators and assigns of the other, forever, all and every interest of any and every kind or character which he or she may now have or may hereafter acquire in any and all property of the other party, of whatever character, and wherever situate, INCLUDING MILITARY OR OTHER RETIREMENT BENEFITS OF ANY KIND, or otherwise, any and all curtesy or dower, all and every right of curtesy or dower, all and every right of homestead and all and every statutory or intestate share in any and all such property, all and every right of election which he or she now has or may at any time hereafter have under the laws now or hereafter in force in any state or country to take any part of the real or personal property of the other party or any interest or estate therein against any will or codicil of the other party which shall have been executed before the execution of these presents or which may be executed at any time hereafter, all and every right to receive on the other party's death any portion of the other party's whole estate, real or personal, or any part thereof, and all and every other right or interest which he or she may have or be entitled to claim in or to the other party's whole estate, real or personal, or any part thereof, except such as may be voluntarily given to him or to her by the Last Will and Testament of the other party, including any and all claims to the right of administration of the other party's estate in the case of intestacy; and, the parties do each agree that the other may

sell, assign, convey, mortgage or otherwise deal with and dispose of any and all of such other party's real property, if any, and personal property, of whatever character and wherever located or situate, as if such other party were sole and unmarried.

COURTS OF COMPETENT JURISDICTION

21. This Agreement may be enforced in a court of competent jurisdiction utilizing any legal procedures compatible with the rules of such tribunal, including, but not limited to, an order in any divorce decree requiring that any prior delinquencies or arrearages or other payments, required to be paid under the provisions of this Agreement, be paid as ordered by the court awarding said decree.

22. If a court of competent jurisdiction shall, at any time, hold that any provision of this Agreement is invalid, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

23. In the event this Agreement is incorporated and merged into a decree of divorce, any waivers or modifications of the provisions of this Agreement shall be approved by a court of competent jurisdiction.

24. If either party is damaged because of a breach of any provision of this Agreement by the other party, the aggrieved party may engage an attorney at law to appear before any court of competent jurisdiction to confess judgment against said breaching party for any resulting damages suffered by said aggrieved party together with court and other costs and expenses, including reasonable attorney fees, and interest computed from the date or dates said damages were incurred by the aggrieved party.

25. If the parties cannot agree with respect to the interpretation or implementation of any provision in this Agreement,

the parties shall submit their dispute to a court of competent jurisdiction for a determination of said dispute.

OTHER PROVISIONS

26. The parties shall execute all instruments or other legal documents necessary to carry out the terms of this Agreement.

27. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and constitutes the entire understanding of the parties.

28. This Agreement supersedes and replaces any and all prior agreements of the parties concerning any separation and property settlement.

29. The parties acknowledge that each has had the advice of independent counsel of his or her own choosing, or has had the opportunity to have the advice of independent counsel of his or her own choosing, in the negotiations and execution of this Agreement, that the agreements provided herein constitute a fair, reasonable and adequate settlement of their respective rights and obligations and that this Agreement is signed voluntarily.

EFFECTIVE DATE

30. This agreement becomes effective on the date the last of the two parties has signed and acknowledged it before a notary public.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals on three (3) copies of this Agreement, each of which constitutes an original document.

DATE: Oct 2, 1986 — MARK KEVIN GRANT

DATE: Oct 10, 1986 — VICKYLYNN GRANT

COUNTY ~~CITY~~ OF Fairfax
STATE OF Virginia

I HEREBY CERTIFY that on this 2nd day of October, 1986, the above-named, MARK KEVIN GRANT, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing SEPARATION AND PROPERTY SETTLEMENT 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.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: June 4, 1990

County ~~CITY~~ OF Baltimore
STATE OF Maryland

I hereby certify that on this 10th day of October, 1986, the above-named, VICKYLYNN GRANT, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing SEPARATION AND PROPERTY SETTLEMENT 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.

WITNESS my hand and Notarial Seal.

Thomas J Gaynor
Notary Public

My Commission Expires: 7/1/90

NESSA M. KLEIN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ALBERT F. KLEIN, JR.	*	CARROLL COUNTY
Defendant	*	Case No. CV3868

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

JUDGMENT OF 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 this 29TH day of April, 1988, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, NESSA M. KLEIN, be, and she is hereby, granted an Absolute Divorce from the Defendant, ALBERT F. KLEIN, JR.; and it is further

ORDERED that the Plaintiff, Nessa M. Klein, shall be granted the permanent care and custody of the children of the parties; namely, Michael Robert Klein, born January 6, 1970; Patrick Mercer Klein, born April 6, 1975; and Kathleen Nessa Klein, born November 8, 1981, with reasonable rights of visitation reserved unto the Defendant, Albert F. Klein, Jr.; and it is further

Filed April 29, 1988

ORDERED that the Defendant, Albert F. Klein, Jr., shall pay unto the Plaintiff, Nessa M. Klein, the amount of Four Hundred Dollars ($400.00) every other week as child support for the parties' children, with all such payments to be made through the Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that if the Defendant accumulates support payment 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 pertinent parts of the Voluntary Separation and Property Settlement Agreement executed by the parties on June 20, 1986, and submitted in this proceeding, be made a part hereof as if fully set forth herein.

Luke K. Burns, Jr.
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, is made this 20th day of June, 1986, by and between ALBERT FRANCIS KLEIN, JR., of Carroll County County, Maryland, herein called "Husband", and MARY NESSA MERCER KLEIN, 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 Howard County, Maryland, on July 25, 1964 and whereas certain irreconciliable differences have arisen between said parties for which reason they voluntarily consent and agree 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

PLAINTIFF'S EXHIBIT
CU3838
3/22/88-#1

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

Andrew Joseph Klein, born March 22, 1968, is now eighteen years of age and no provisions will be set forth herein for his maintenance and support. The care, custody and control of the minor children born of this marriage, namely, Michael Robert Klein, born January 6, 1970, Patrick Mercer Klein, born April 6, 1975 and Kathleen Nessa Klein, born November 8, 1981, 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 Four Hundred Dollars ($400.00) every other week, starting on June 25, 1986, for the support and maintenance of the minor children of the parties until all the children reach the age of eighteen (18) years, marry, become self-supporting or die, whichever shall first occur; provided that at such time as wife obtains full time, gainful employment as a teacher or in a teaching capacity, the child support shall be reduced to $325.00 every other week.

Husband shall pay for, maintain, and keep in full force and effect, a life insurance policy or policies on his life in the minimum amount of $10,000.00 with wife designated as Trustee Beneficiary thereof for the benefit of the minor children of the parties until such time as he is no longer liable to pay child support as above set forth.

Husband shall draw, within thirty (30) days of the date of the execution of this Agreement, and keep in full force and effect until he is no longer liable for child support payments hereunder, a Last Will and Testament which document will leave all of his real and personal property which he owns at the time of his death to wife as Trustee Beneficiary for and on behalf of the minor children of the parties at the time of his death. It is the intention of the parties that since husband is unable to agree to maintain more than $10,000.00 life insurance on his life to be payable to wife

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

as Trustee Beneficiary for and on behalf of the minor children of the parties should he die before all the children reach the age of eighteen years, marry or become self-supporting, that he should agree to this additional provision as set out above to assist in the support and maintenance of the children should he die while he is still liable to pay support hereunder.

Husband shall maintain and pay for his existing health insurance policy or a like or similar policy for the benefit of the minor children as long as he is obligated for their support . Wife shall be responsible to pay for all uninsured medical expenses incurred on behalf of the minor children. Medical expenses, for the purposes of this Agreement, are defined to include, but not be limited to, medical, hospital, dental and optical expenses.

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. Husband shall immediately leave the home of the parties on or before the date of this Agreement.

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.

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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 releases, transfers and assigns unto husband all of her right title and interest in and to the following personal property:

1. Kingsize bed;
2. Two lawn mowers;
3. Husband's tool box;
4. Lawn edger;
5. Weeder;
6. Saving account 005-5279-9 at Carroll County Bank and Trust Company in the approximate amount of $15.00;
7. 1986 Ford truck;
8. 1976 Ford station wagon. This vehicle will be for Andrew Joseph Klein's use.

Husband hereby releases, transfers and assigns unto wife all of his right title and interest in and to the following personal property:

1. Certificate of Deposit at Carroll County Bank and Trust Company in the approximate amount of $8,000.00.
2. Saving account #028-2912-6 at Carroll County Bank and Trust Company in the approximate amount of $1,200.00.
3. Checking account at Carroll County Bank & Trust Company presently titled in both husband and wife's names.
4. 1980 Chevrolet Malibu station wagon.

REAL ESTATE

The parties own as tenants by the entireties in fee simple certain real estate known as 3322 Ridge Road, Westminster, Carroll County, Maryland, and which as of the date of the final execution of this Agreement will be occupied

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

as a dwe[illegible] by wife, the adult child of the parties a[illegible]e minor children of the parties. Said real estate is subject to the lien of a mortgage held by the Carroll County Bank & Trust Company, Westminster, Maryland. Wife shall have the right to exclusively occupy said property, rent free, until the first to occur of any one of the following events:

A. All children reaching their respective ages of majority, dying, marrying or becoming self-supporting whichever shall first occur.

B. Wife choosing to reside elsewhere, which choice will be presumed if wife stays away from the residence for more than forty (40) consecutive days at any one time.

C. By joint agreement of the parties to terminate wife's exclusive right to occupy the home.

D. Death of wife.

During the period of wife's occupancy, wife shall regularly pay the fixed mortgage payment directly to the Carroll County Bank of Westminster, Maryland, as well as all real estate taxes and fire and homeowners insurance necessary to maintain proper coverage on the real estate. Wife shall also pay promptly when due all utilities used on the premises and all reasonable and ordinary expenses in connection with the upkeep and maintenance of the property so that it is maintained in good order and repair to and including telephone, electric, heating oil, gas, etc. Husband and wife shall equally pay for all costs and expenses of an extraordinary nature in connection with the house. Extraordinary expenses are those expenses which are necessary to maintain the fair market value of the home. At the time of settlement in connection with the sale of the real estate, husband shall reimburse and pay to wife out of his share of the net proceeds of sale a sum equal to fifty percent of the total amount of the following monies advanced by wife:

1. Principal and interest payments on the mortgage to Carroll County Bank and Trust Company.

2. Homeowners and fire insurance premiums.

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

3. Real estate taxes levied against the real estate.

4. Extraordinary expenses made on the home, not previously reimbursed to wife by husband.

Upon termination of wife's right to the exclusive occupancy of the real estate, said real estate shall be sold for the best price obtainable at either a public or private sale, and the net proceeds therefrom, after payment of the expenses thereof, and the discharge of all liens and incumbrances thereon, shall be divided equally between the husband and wife: provided husband reimburses wife out of his share as set forth in paragraph Real Estate.

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 will maintain his existing health insurance policy or a like or similar policy for the benefit of wife until the parties are absolutely 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 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.

Wife will pay when due, assume full liability on and hold husband harmless on account of the following debts:

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

A. Mastercard bill in the approximate amount of $1,900.00;

B. Sears bill in the approximate amount of $385.00;

C. Montgomery Ward bill in the approximate amount of $285.00;

D. J. C. Penney bill in the approximate amount of $190.00;

E. Fogel Septic bill in the approximate amount of $65.00;

F. Dr. Robert Scott bill in the approximate amount of $150.00

Husband will assume full liability for, pay when due and save wife harmless on account of the debt to the Ford Motor Credit Corporation in connection with the purchase of his 1986 Ford Truck.

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,

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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,

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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 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.

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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 having had the opportunity of securing 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:

Cynthia A. Goe — Albert Francis Klein (SEAL)
ALBERT FRANCIS KLEIN, JR.

William R. MacDonald — Mary Nessa Mercer Klein
MARY NESSA MERCER KLEIN

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

I HEREBY CERTIFY that on this 27 day of June, 1986, the above-named ALBERT FRANCIS KLEIN, 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.

Cynthia A. Goe
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 June, 1986, the above-named MARY NESSA MERCER KLEIN personally appeared before me

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

and made 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, 19

NOTARY PUBLIC
CARROLL COUNTY, MD.

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

MARGARET E. WETT	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM STERLING WETT	*	CARROLL COUNTY
Defendant	*	Case No. CV4543

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

JUDGMENT OF ABSOLUTE 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 this 18TH day of October, 1988, by the Circuit Court for Carroll County, ADJUDGED, ORDERED AND DECREED that the Plaintiff, MARGARET E. WETT, be, and she is hereby, granted an Absolute Divorce from the Defendant, WILLIAM STERLING WETT; and it is further

ORDERED that the Plaintiff, Margaret E. Wett, shall have the permanent care and custody of the two (2) minor children of the parties; namely, William Sterling Wett, Jr., born November 19, 1986, and Cathleen Elizabeth Wett, born February 5, 1988, with reasonable visitation rights reserved unto the Defendant; and it is further

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CIRCUIT COURT
CARROLL CO., MD
OCT 18 10 01 AM '88
LARRY W. SHIPLEY
CLERK

ORDERED that the Defendant, William Sterling Wett, is charged with a duty to contribute generally to the support of his two (2) minor children.

Luke K. Burns
JUDGE

BETTY M. FIELDS	:	In the
Plaintiff	:	Circuit Court
vs	:	for
HENRY T. FIELDS	:	Carroll County
Defendant	:	Case No. CV 3151

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 17th day of October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Betty M. Fields, be and she is hereby granted an Absolute Divorce from the Defendant; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated September 28, 1988 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
Oct 17 9 58 AM '88
LARRY W. SHIPLEY
CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 28th day of September, 1988, by and between HENRY THOMAS FIELDS, hereinafter referred to as "Husband", and BETTY MILDRED FIELDS, 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 11th day of January, 1958, in the State of Maryland, County of Carroll; and,

WHEREAS, as a result of the said marriage, there were two (2) children born, namely: DEBRA WEYFORTH (now Fields) and RICHARD FIELDS, both having reached the age of majority and are fully emancipated; and,

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 June 26, 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; and,

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

JOHNSON, PARKER & HESS, P.A.
ATTORNEYS AT LAW
196 PENNSYLVANIA AVENUE
WESTMINSTER, MD 21157

TELEPHONE
848-1000
876-1070

Pl. Exhibit No. 1

ends sought, both parties will 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 lived separate and apart since June 26, 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.

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for an Absolute Divorce or a Limited Divorce 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.

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 proceedings 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 their personal property. The parties agree that, with the exception of two (2) bowls belonging to Wife, all remaining tangible personal property and household chattels 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, and all tangible personal property and household chattels presently located at the Wife's residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of Husband. The parties further agree that they shall make arrangements for Wife to take possession of the aforesaid bowls within thirty (30) days of the execution of this Agreement. Except as otherwise provided herein, 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 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.

PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form or retirement or deferred income plan, including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity, pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

DISPOSITION OF REAL PROPERTY

The parties own, as tenants by the entireties, improved premises known as 2307 Coon Club Road, Westminster, Maryland 21157 ("The Home"). The Home is subject to the lien of a mortgage. 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 reasonably necessary for the conveyance of such right, title and interest. Husband shall pay to Wife, for Wife's interest in the Home, the total sum of Thirty Seven Thousand Five Hundred Dollars ($37,500.00) payable upon execution of this Agreement.

Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to,

mortgages, 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. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Upon the sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

DISPOSITION OF BURIAL SITES

The parties own, as tenants by the entireties, four burial sites known as Block 3, Lot 30 (Garden of the Good Shepherd) sites 1, 2, 3, and 4, Evergreen Memorial Gardens, Finksburg, Maryland. The burial sites are not subject to the lien of a mortgage. Within thirty (30) days of the execution of this Agreement, Husband shall convey to Wife all of his right, title and interest in and to sites 1 and 2 of the burial sites 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. Simultaneously with the aforesaid conveyance, Wife shall convey to Husband all of her right, title and interest in and to sites 3 and 4 of the burial sites and shall execute any deed, deed of trust, assignment or other documents which may be reasonably necessary for the conveyance of such right, title or interest.

In the event that either party shall sell their respective burial site(s) at any time, the net proceeds of sale shall be and remain the sole and exclusive property of the Seller, free and clear of any interest Husband or Wife may have against the other.

OUTSTANDING OBLIGATIONS

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.

INCOME TAX RETURNS

The parties may, by mutual agreement, file joint Federal and State Income Tax Returns for each calendar year for which they are 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, any balances and/or refunds; provided, however, that Wife shall not be required to pay any taxes in excess of those which she would be required to pay if she did not file joint tax returns. Each party 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 during all years for which returns are filed.

MISCELLANEOUS PROVISIONS

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

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

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

Notwithstanding anything to the contrary contained herein, in the event that Husband should predecease the Wife prior to the termination of their marriage by a final Decree of divorce,

the Wife expressly waives any right, title, interest or claim she may have in and to the marital home, now or in the future, including but not limited to any right of survivorship Wife may have in and to the marital home for so long as the parties remain 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 MD. Fam. Law Code Ann. §§8-201 to 8-213 (1984, 1986 Cumm. Supp.), 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 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.

Denise M. Tarleton
WITNESS

Henry Thomas Fields (SEAL)
HENRY THOMAS FIELDS

WITNESS

Betty Mildred Fields (SEAL)
BETTY MILDRED FIELDS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 28th day of September, 1988, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, HENRY THOMAS FIELDS, 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.

Denise M. Tarleton
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 28th day of September, 1988, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, BETTY MILDRED FIELDS, 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.

JOANN ELLINGHAUS-JONES NOTARY PUBLIC CARROLL CO., MD

NOTARY PUBLIC

My Commission Expires: July 1, 1990

KAREN RENEE O'NEILL	:	In the
Plaintiff	:	Circuit Court
vs	:	for
GREGORY KENNETH O'NEILL	:	Carroll County
Defendant	:	Case No. CV 1731

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 October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Karen Renee O'Neill, be and she is hereby granted an Absolute Divorce from the Defendant, Gregory Kenneth O'Neill; and

It is further ADJUDGED and ORDERED that the Stipulation by and between the parties hereto, dated August 17, 1988 and filed in this cause of action, be and it is hereby incorporated into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Plaintiff, Karen Renee O'Neill, and the Defendant, Gregory Kenneth O'Neill, are hereby awarded the joint guardianship and custody of Sheena Marie O'Neill, the minor child of the parties hereto, with said child's physical custody being with Plaintiff, and with the right of visitation for Defendant with said minor child every other week-end from 4:00 P.M. Friday to 7:00 P.M. Sunday, for a two-week period during the summer provided notice to Plaintiff is given by Defendant as soon as the two-week period is determined, and major holidays as agreed to by the parties, all as set out in said Stipulation, and subject, however, to the continuing jurisdiction of this Court; and

Filed Oct 18, 1988

It is further ORDERED that the Defendant pay Plaintiff, through the bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of $30.00 per week, pursuant to said Stipulation, 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 §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 minor child of the parties shall have adult supervision under certain circumstances; and that certain documents for health insurance be executed, all in accordance with said Stipulation; and

It is further ORDERED that the Counter Complaint for Absolute Divorce filed by Defendant in this cause, be and it is hereby dismissed; and

It is further ORDERED that the Plaintiff pay one-half of the costs in this proceeding and that Defendant pay the remaining one-half thereof.

Luke K. Burns, Jr.
Judge

KAREN R. O'NEILL	*	IN THE
	*	
PLAINTIFF/COUNTER DEFENDANT	*	CIRCUIT COURT
	*	
	*	FOR
v.	*	
	*	CARROLL COUNTY, MARYLAND
GREGORY K. O'NEILL	*	
	*	CASE NO.: CV 1731
DEFENDANT/COUNTER PLAINTIFF	*	
	*	

STIPULATION

This stipulation, made this 17th day of August, 1988, by and between Karen R. O'Neill (Wife) and Gregory K. O'Neill (Husband).

STIPULATED, that as to the minor child of the parties, namely Sheena Marie O'Neill born June 25, 1982, that said minor child shall be in the joint legal custody of the parties, and Karen R. O'Neill shall have the physical custody of the minor child.

STIPULATED, that Gregory K. O'Neill shall pay directly unto Carroll County, Maryland, Department of Support Enforcement, child support (pendente lite and permanent) in the amount of $30.00 per week, for the minor child.

STIPULATED, that Gregory K. O'Neill shall have the right to have visitation privileges with said minor child every other week-end from 4:00 p.m. Friday, to 7:00 p.m. Sunday, and for a two-week period during the summer (with notice to Wife as soon as two-week period is determined), and major holidays as presently agreed to by the parties.

STIPULATED, that the parties hereto, i.e., Karen R. O'Neill and Gregory K. O'Neill, shall be the only persons to physically discipline their minor child, Sheena Marie O'Neill, and that the parties hereto, will make every effort to have adult supervision for the minor child, when the child is in the area of construction, farm and racing equipment and equipment and/or vehicles known for their dangerous qualities.

STIPULATED, that with the execution of this document, Husband will provide to the Wife, the necessary credentials for the minor child, to be covered under and take advantage of Husband's health insurance.

Initials KO KO

STIPULATED, that since August 28, ~~1988~~ 1985, the parties hereto have lived separate and apart without cohabitation and without interruption and there is no reasonable expectation of reconciliation.

STIPULATED, that each of the parties hereto, shall be

PL Exhibit No. 1

Filed August 23 1988

responsible for their own counsel fees (past, present and future) in this matter and that the parties will equally share any and all additional Court costs (including Master's Costs) and fees from the date of this stipulation to the conclusion of this specific action.

STIPULATED, that the parties shall each keep the other advised of his/her current address and telephone number during the minority of the said minor child, and Wife shall not move the permanent residence of the minor child from the State of Maryland without a prior order of a Maryland Court of competent jurisdiction and after notice to Husband and an opportunity by him to be heard.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals to three (3) counterparts of this Stipulation, each of which shall constitute an original, the date first above written.

WITNESS:

Thomas J. Lee

Karen R. O'Neill
KAREN R. O'NEILL

Gregory K. O'Neill
GREGORY K. O'NEILL

STATE OF MARYLAND)
)SS
COUNTY OF Carroll)

I HEREBY CERTIFY that personally appeared Karen R. O'Neill 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 Stipulation are true and correct as therein stated and acknowledge said Stipulation to be her act.

Witness my hand official seal this 17th day of August, 1988.

THOMAS J. LEE NOTARY PUBLIC CARROLL CO., MD.

Thomas J. Lee
Notary Public

My Commission Expires 7/1/90

STATE OF MARYLAND)
)SS
COUNTY OF Howard)

I HEREBY CERTIFY that personally appeared Gregory K. O'Neill 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 Stipulation are true and correct as therein stated and acknowledge said Stipulation to be his act.

Witness my hand and official seal this 5th day of August, 1988.

PHINEAS S. DIXON III
NOTARY PUBLIC
HOWARD COUNTY, MD.

Notary Public

My Commission Expires 7/1/90

PATRICIA A. LAATSCH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JERRY ALAN LAATSCH	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5739

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 October, 1988, that the Plaintiff, PATRICIA A. LAATSCH, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JERRY ALAN LAATSCH; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, AMY MICHELE LAATSCH (born November 13, 1973), MICHAEL CHRISTOPHER LAATSCH (born January 29, 1975) and WHITNEY AMANDA LAATSCH (born October 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 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 Two Hundred Fifty Dollars ($250.00) per month, per child which payments are subject to the further Order of this Court and subject to the following provisions of law:

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CARROLL CO., MD
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LARRY W. SHIPLEY
CLERK

(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 provisions in the Separation Agreement between the parties dated May 6, 1988 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, CUSTODY

AND PROPERTY SETTLEMENT AGREEMENT

This Agreement, made this 6TH day of MAY 1988 , by and between JERRY ALAN LAATSCH, hereinafter called "Husband", and PATRICIA ANN LAATSCH, hereinafter called "Wife".

EXPLANATORY STATEMENT

The parties were lawfully married on the 3rd day of June, 1972. Three (3) children were born as a result of said marriage, namely, AMY LAATSCH, who was born on November 13, 1973; MICHAEL LAATSCH, who was born on January 29, 1975; and WHITNEY LAATSCH, who was born on October 5, 1982. Differences have arisen between the parties and they agree that as of March 15, 1987 they have separated by mutual consent and have lived separate and apart in separate abodes without cohabitation for the purpose and intent of ending the marriage. It is the mutual desire of the parties to this Agreement to formalize said separation, to provide for the custody of the minor children, their maintenance and support, to provide for the orderly settlement of their respective property rights, and to settle all other matters growing out of their marital relation, including a waiver of alimony for both parties and support for themselves.

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

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 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.

II. CHILD SUPPORT AND CUSTODY

2.1 Wife shall have care and custody of the minor children of the parties with the right and privilege unto Husband to visit with and have said children with him at all reasonable times.

2.2 Husband shall pay unto Wife for the support and maintenance of Michael, directly unto her and not through the Bureau of Support Enforcement of any court, accounting from and with the first payment due on March 15, 1988, the sum of $250.00 per month with said payment ceasing and terminating upon the first to occur of any one of the following events: (a) completion of high school; (b) marriage; (c) becoming self-supporting; or (d) death of said child or husband.

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Husband shall pay unto Wife for the support and maintenance of Whitney, directly unto her and not through the Bureau of Support Enforcement of any court, accounting from and with the first payment due on March 15, 1988, the sum of $250.00 per month with said payment ceasing and terminating upon the first to occur of any one of the following events as to said child: (a) arrival at age 18; (b) marriage; (c) becoming self-supporting; or (d) death of said child or husband.

2.3 The parties acknowledge that their minor child, AMY, suffers from intellectual impairments which may result in the need for support to continue for her past the normal age of majority; therefore, Husband shall pay unto Wife for the support and maintenance of AMY, their minor child, directly unto her and not through the Bureau of Support Enforcement of any court, accounting from and with the first payment being due and payable on March 15, 1988, the sum of $250.00 per month. Said payments with respect to the minor child shall cease and terminate upon the first to occur of any of the following events as to any such child: (a) marriage; (b) becoming self-supporting; (c) Husband assumes physical custody of AMY; or (d) death of said child or Husband.

2.4 In addition to any other obligations and promises contained herein, Husband agrees to be fully responsible for Michael's tuition, less any tuition assistance

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received, at Harford Day School through the completion of the eighth grade. Husband's obligation to pay tuition under the provisions of this paragraph shall not exceed $2,000.00 for the period commencing with the date of the execution of this Agreement and ending with Michael's completion of the eighth grade.

2.5 As long as Husband complies with the terms of this Agreement and fulfills his obligations under the terms of this Agreement, he shall be entitled to claim Michael and Whitney as dependents for the purpose of filing State and Federal Income Tax Returns; Wife shall be entitled to claim Amy as a dependent for the purposes of filing Federal and State Income Tax Returns unless Husband has physical custody of Amy.

2.6 As long as Husband is required to pay child support under paragraphs 2.2 and/or 2.3 hereof, he shall maintain a policy of insurance on his life in the amount of $100,000.00 for each child for whom he owes a duty of support and Husband shall designate each such child as the irrevocable beneficiary of each said life insurance policy. Within 10 days of a demand by Wife, Husband shall provide Wife with proof of insurance and Husband hereby irrevocably authorizes Wife to make inquiries as to the status of said policies as she sees fit. In the event Husband shall fail to pay any premium due for insurance under the provisions of this paragraph, Wife

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shall be entitled to make said payments on Husband's behalf and shall be entitled to receive full indemnification from the Husband for said payments.

2.7 Husband shall maintain the children of the parties as beneficiaries of any program with health insurance to which he is entitled through his employment for so long as he shall be obligated to pay child support for any such child under provisions of paragraph 2.2 and/or paragraph 2.3 hereof.

III. PERSONAL PROPERTY

3.1 Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1981 Oldsmobile presently in Wife's possession 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 be responsible for the maintenance and upkeep of said automobile. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1987 Oldsmobile presently in Husband's possession, 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 be responsible for the maintenance and upkeep of said automobile and for any liens thereon and shall indemnify and hold Wife harmless from any liability thereon.

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3.2 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, linen, china, silverware and other household chattels which the parties now have in their respective possession.

3.3 Husband has received the proceeds of a thrift plan to which he was entitled as a result of his former employment with Black & Decker; he shall be entitled to use such sums from those proceeds as are necessary to fulfill his obligation under paragraph 2.4 hereof with regard to Michael's school tuition. Within 10 days after a demand from Wife, Husband shall provide Wife with appropriate documentation to establish the amount of the thrift plan proceeds which Husband has received. Wife shall be entitled to receive from Husband within 10 days after the final payment of Michael's tuition is due for the eighth grade, a sum equal to one-half of the amount of the proceeds from Husband's thrift plan after deduction of all appropriate federal and state taxes and after Husband receives a credit for all tuition payments made for Michael's education from the date of separation of the parties through Michael's graduation.

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IV. REAL PROPERTY

4.1 Commencing the 15th day of March, 1988, and on the 15th day of the next succeeding 59 months, Husband shall pay directly unto Wife the sum of $750.00 from which Wife shall make all mortgage payments and pay all real property taxes due and owing for the parties marital residence located at 1358 Southwell Lane, Bel Air, Maryland; so long as Husband makes said payments, he shall be entitled to claim a deduction on his State and Federal Income Tax returns for the mortgage interest and property taxes which said payment represents.

4.2 Should Wife remarry at any time during the five (5) year period described in paragraph 4.1 above, she shall pay unto Husband, commencing the first day of the month next following the month in which she remarries, the sum of $500.00 per month until the marital residence of the parties is sold; she shall be solely and individually responsible for the payment of the mortgage and real property taxes on the said marital residence of the parties for any remaining balance of the five (5) year period and for any such balance of the five (5) year period, Husband will be entitled to claim a deduction on ~~her~~ his State and Federal Income Tax returns for the mortgage interest and property taxes paid ~~by her~~.

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4.3 For any calendar month during the five (5) year period described in 4.1 above, during which an adult male resides at the marital residence of the parties, Husband shall be entitled to a reduction in the payment described in paragraph 4.1 above of $400.00.

4.4 At the end of the five (5) year period 4.1 above, the marital residence of the parties shall be promptly sold subject to the right of first refusal set forth herein. At the end of the five (5) year period described in paragraph 4.1 above, or at the mutual election of the parties, the Wife shall have the right of first refusal to purchase the Husband's equity in the marital residence of the parties. The total equity for this purpose, shall equal the fair market value of the premises (house and land) at the time of the sale less (i) the outstanding balance of any mortgage or deed of trust, and (ii) reasonable and customary settlement charges. Husband's equity shall equal one-half of the total equity as calculated above. In the event the Wife desires to exercise her right of first refusal, she shall notify the Husband within ninety (90) days of the end of the five (5) year period described in paragraph 4.1 above of her intention to exercise such right. An appraisal shall then be obtained by an appraiser selected pursuant to procedures described hereinafter. In the event Wife fails to so notify Husband, such right shall be forfeited. If the Wife notifies the Husband of her intention to exercise

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her right, she shall then have ninety (90) days from her notice to the Husband to exercise her option. Notwithstanding anything herein to the contrary, the Wife's notification to the Husband of her intention to exercise her right of first refusal shall not in anyway be construed to bind Wife to actually purchase the Husband's equity in the marital residence of the parties. In the event the Wife has not exercised her right of first refusal within the time allowed above, such right shall be forfeited. In the event the Wife exercises her right of first refusal, the Husband shall not require the lienholder on said property to release him from the existing encumbrance, provided that Wife agrees to indemnify and hold the Husband harmless from any liability thereunder and further provided Wife is unmarried at the time she exercises her right of first refusal.

4.5 In the event Wife exercises her right of first refusal, she shall have the right to select the settlement attorney or title company and date of settlement, provided that reasonable efforts be made to accommodate the Husband.

4.6 All taxes, front foot benefits and escrows held by the first mortgagee shall be adjusted through the date of settlement.

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4.7 The appraisal which shall determine the fair market value of the house shall be performed as follows: The Wife shall obtain an appraisal from a licensed appraiser and shall present the Husband with a copy of said appraisal. In the event the Husband does not find the appraisal presented to him by Wife's appraiser to be satisfactory, the Husband shall select a second appraiser and notify the Wife of such selection within 72 hours of Wife's presentation to the Husband of the original appraisal. Husband shall then present to Wife an appraisal performed by the appraiser whom he has selected within fourteen (14) days from the date Wife originally presented her appraisal to Husband. In the event the appraisals obtained by Husband and Wife differ by no more than 10%, the two (2) appraisals shall be averaged and that average shall be the fair market value of the house. In the event that the appraisals differ by more than 10%, the appraisers selected by Husband and Wife shall select a third appraiser whose appraisal shall be binding on the parties. The parties shall bear the cost of the appraisals which they individually commissioned and shall divide equally the cost of a third appraisal if it is performed. In the event the Husband fails to name a second appraiser during the foregoing period, or fails to present a written appraisal to Wife within fourteen (14) days as stated above, Wife's first appraisal shall be deemed acceptable by both parties.

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4.8 In the event Wife waives or forfeits her right of first refusal, the house shall be sold on the open market. If the subject property is to be sold on the open market, Husband shall have the option of selling the house at private sale for a period of sixty (60) days from the date Wife waives or forfeits her right of first refusal, after which it shall be listed with a licensed real estate broker. The house shall be initially listed at an appraised value set by an appraiser selected pursuant to 4.7 hereof, unless mutually agreed to the contrary. Neither party shall be required to pay points, take back financing, or in any other way reduce his or her proceeds from such sales below his or her share as described below. In the event that no Contract of Sale is executed during the first 30 days of such listing, the premises shall be listed for the next 30 days at a purchase price of 3% less than the preceding listing price and the parties shall accept a contract on the same terms as above for not less than the revised listing price unless mutually agreed to the contrary. In the event a contract is not obtained during such period, the listing price and acceptable contract price of the house shall be reduced an additional 2% for each 30 day period that a binding contract has not been obtained up to a maximum reduction of 30% from the appraised value. In the event the premises are sold on the open market, the proceeds shall be divided equally between the Husband and Wife. The parties

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further instruct and irrevocably authorize the settlement attorney to divide the proceeds according to the preceding sentence and issue separate checks to Husband and Wife.

4.9 In the event the listing and acceptable purchase price is reduced pursuant hereto, the Wife shall an irrevocable right of first refusal to purchase the Husband's equity using the formula set forth in paragraph 4.8 hereof by substituting the reduced listing price for the appraised fair market value, provided she so notifies the Husband of her intention to exercise her right in writing within 72 hours of such reduction.

4.10 Until the residence is sold, Wife shall continue to use and possess the house and the Wife shall cooperate in the prompt selling of the premises as required above.

V. DEBTS

5.1 As of the date of the parties separation, they acknowledge that they have incurred numerous mutual debts to include but not limited to the following: an orthodontia bill of approximately $2,000.00; a MACY's charge account of approximately $400.00; 2 VISA charge accounts of approximately $1,700.00 and $1,900.00; a Hecht's charge account in the approximate amount of $300.00; a Montgomery Wards charge account in the approximate amount of $1,030.00; a Home Equity loan; and a personal loan through Provident Bank of Maryland.

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Husband acknowledges that he will receive a considerable sum as severance pay from his former employer Black and Decker and Husband hereby covenants and agrees that so long as he is employed, beginning May 15, 1988, and on the 15th day of each of the next three successive months, he will pay unto the Wife the sum of $2,700.00 to be applied by Wife to the joint debts of the parties. (Wife is responsible for the repayment of the ~~including~~ the home equity loan and personal loan through Provident Bank of Maryland.

5.2 Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself from the date of the separation of the parties, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of the separation of the parties, Husband and Wife covenant and agree that they will not pledge or attempt to contract any debts or obligations in the name, or on the behalf of the other, and as to any debts or obligations incurred or contracted by them from and after the date of the separation of the parties, 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.

VI. COUNSEL FEES, COURT COSTS

6.1 Husband shall pay unto Wife one-half of the cost of her counsel fees in connection with the preparation of this Voluntary Separation, Custody and Property Settlement

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Agreement. Other than the obligation of Husband to pay Wife for half of her counsel fees as stated above, each party 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 that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement.

VII. HUSBAND'S WAIVER OF INHERITANCE RIGHTS AND RELEASE OF CLAIMS

7.1 With the exception of claims for the full and faithful performance of this Agreement, and existing causes of action for divorce or separation, if any, Husband, in consideration of the covenants made by Wife in this Agreement, does hereby release and waive as against Wife, her heirs, personal representatives, legatees, devisees, and assigns, any and all claims of any kind or nature, at law or in equity, which he now has or may hereafter have, any and all right, title and interest in and to the property or estate of Wife which Husband now has or may hereafter have against Wife, her heirs, personal representatives, legatees, devisees, and assigns, including any statutory right or interest, such as curtesy, intestate share, the right of administration of the estate of Wife, and the right of election to take against any

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Will of Wife. Husband does hereby further relinquish and waive any and all right, title and interest in and to any property, property rights, choses in action, estate, income or other interest whatsoever, whether vested or contingent, existing or arising under any Will, Trust, Agreement or other instrument heretofore executed by Wife, and does hereby irrevocably consent to the revocation, cancellation or amendment thereof by Wife, without further or other notice to Husband. Husband further agrees that he will at the request and expense of Wife, duly execute and deliver any further waivers, releases, deeds, assignments or other instruments as may be necessary or proper to carry out and to give full effect to the foregoing provisions of this paragraph.

VIII. WIFE'S WAIVER OF INHERITANCE RIGHTS AND RELEASE OF CLAIMS

8.1 With the exception of claims for the full and faithful performance of this Agreement, and existing causes of action for divorce or separation, if any, Wife, in consideration of the covenants made by Husband in this Agreement, does hereby release and waive as against Husband, his heirs, personal representatives, legatees, devisees, and assigns, any and all claims of any kind or nature, at law or in equity, including any claim for support, and any and all right, title and interest in and to the property or estate of Husband, which Wife now has or may hereafter have as against Husband, his

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heirs, personal representatives, legatees, devisees, or assigns, including any statutory right or interest, such as dower, intestate share, widow's allowance, the right of administration of the estate of Husband, and the right of election to take against any Will of Husband. Wife does hereby further relinquish and waive any and all right, title and interest in and to any property, property rights, choses in action, estate, income, or other interest whatsoever, whether vested or contingent, existing or arising under any Will, Trust, Agreement or other instrument heretofore executed by Husband, and does hereby irrevocably consent to the revocation, cancellation or amendment thereof by Husband, without further or other notice to Wife. Wife does further agree that she will, at the request and expense of Husband, duly execute and deliver any further waivers, releases, deeds, assignments, or other instruments as may be necessary or proper to carry out and to give full effect to the foregoing provisions of this paragraph.

IX. WAIVER OF MARITAL PROPERTY ACT RIGHTS

9.1 Each party hereby waives any right that such party may have through any claim under Subtitle 2, Title 8, Family Law Article of the Annotated Code of Maryland known as Property Disposition in Annulment and Divorce.

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X. EXECUTION OF INSTRUMENTS

10.1 Each of the parties does hereto covenant and agree to execute timely such other and further instruments and to perform timely such acts as may be reasonably required to effectuate the purposes and provisions of this Agreement.

XI. INCORPORATION IN DIVORCE DECREE

11.1 With the approval of any court of competent jurisdiction in which any proceedings for an absolute divorce may be instituted, this Agreement shall be incorporated, 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 hereof.

XII. INTERPRETATION

12.1 All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Maryland.

XIII. FINAL UNDERSTANDING

13.1 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

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set forth herein. Any alteration or change in this Agreement shall be effective only if in writing and signed by both parties.

XIV. EXECUTION IN TRIPLICATE

14.1 This Agreement shall be executed in triplicate each of which shall be deemed, when executed, an original and shall constitute one and the same Agreement.

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

WITNESS:

_____ _____ SEAL
JERRY ALAN LAATSCH

_____ _____ SEAL
PATRICIA ANN LAATSCH

STATE OF MARYLAND, COUNTY OF Balto, TO WIT:

I hereby certify that on this 29th day of June 1988, the above named JERRY ALAN LAATSCH 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

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thereof.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF Balto, TO WIT:

I hereby certify that on this 6th day of May 1988, the above named PATRICIA ANN LAATSCH 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.

_____ SEAL
Notary Public

My Commission Expires: 7/1/90
DrC/Dmtc

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KIMBERLY ANN STAMBAUGH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JAMES LEE STAMBAUGH	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5765

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 October, 1988, that the Plaintiff, KIMBERLY ANN STAMBAUGH, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JAMES LEE STAMBAUGH; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, JASON LEE STAMBAUGH (born December 12, 1980) and SAMANTHA ANN STAMBAUGH (born October 12, 1983), be and the same is joint with physical custody with the Defendant and reasonable rights of visitation on the part of the Plaintiff, all subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Twenty-Five Dollars ($25.00) per week, per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

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CLERK

(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 June 21, 1987 and filed in this case, to the extent that the same are not inconsistent with this Order, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding including the Master's fee.

Luke K. Burns, J.
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 21 day of June, 1987, by and between KIMBERLY ANN STAMBUAGH ("Wife") and JAMES LEE STAMBAUGH ("Husband).

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 7, 1978, in Carroll County, Maryland. Two children were born to them as a result of their marriage, namely, JASON LEE STAMBAUGH, born December 12, 1980, and SAMANTHA ANN STAMBAUGH, born October 12, 1983, hereinafter to as "Children." Differences have arisen between the parties and they are now and have been since May 7, 1987, 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, 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,

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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 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. **CHILD CUSTODY AND VISITATION**

The parties have agreed that the Children shall be in their joint custody, and shall reside primarily with their father. Wife shall have the right and privilege to visit and have the Children with her at all reasonable times and places, provided she inform Husband twenty-four (24) hours in advance of her desire to exercise such visitation. The parties further agree that all significant decisions concerning the Children, including but not limited to their schooling and other activities, shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. The parties further agree that neither of them shall attempt to move the Children's residence away from the Carroll County area without the consent of the other, or, in the absence of such consent, without a prior Order of a Maryland Court of competent jurisdiction after notice to the other party and an opportunity by him or her to be heard.

4. **CHILD SUPPORT**

Wife shall pay to Husband, for the support and maintenance of each Child the sum of Twenty-Five Dollars ($25.00) per week, for a total of Fifty Dollars ($50.00) 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 Wife; (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. Beginning with the year in which an absolute divorce is granted, Husband agrees that for each calendar year in which Wife shall have made all Child support payments which she is obligated to make, he shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim the Children as dependents for that calendar year. Husband shall give such executed declaration to Wife upon her request, on or after January 1 each year for the calendar year just ended, to enable Wife to attach it to her income tax returns.

Husband agrees to keep the Children covered on his existing medical insurance for so long as the same is available to him through his employment. All major medical expenses not covered by Husband's medical insurance, and all other major expenses of supporting the Children, shall be shared equally by the parties.

5. **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.

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, 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.

NOTWITHSTANDING THE ABOVE, Husband transfers all of his right, title and interest to the 1980 Chevrolet Monte Carlo to Wife. Wife shall be solely responsible to pay the lien on the said automobile and shall hold and save Husband harmless from any expenses thereon, and shall indemnify Husband from any liability therefor.

NOTWITHSTANDING THE ABOVE, Wife shall transfer all of her right, title and interest to the 1980 Pine View Mobile Home and Husband shall hold and save Wife harmless from any expense he incurs which he covenants to pay herein, and shall indemnify Wife from any liability therefor.

NOTWITHSTANDING THE ABOVE, Wife shall transfer all of her right, title and interest to a 1982 Datsun Pick-up to Husband.

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 debt 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 returns for the calendar year 1987, 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 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 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 ny liability on behalf of the other or make any charge against any account on which the other is liabile, and each party covenants and agrees to indenify the other and save him or her harmless from any liability for any obligation incurred by him or her.

10. **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.

11. **COUNSEL FES; 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.

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, 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 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 upon the other, or by any person or persons upon either party.

E. Whenever the masucline 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:

Cynthia O'Neill — Kimberly Ann Stambaugh (SEAL)
KIMBERLY ANN STAMBAUGH ("Wife")

[illegible] — James Lee Stambaugh (SEAL)
JAMES LEE STAMBAUGH ("Husband")

STATE OF MARYLAND: COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 1987, the above-named KIMBERLY ANN STAMBAUGH, 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: _____

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 7th day of June, 1987, the above-named, JAMES LEE STAMBAUGH, 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

DENNIS RAY HESS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
BONNIE BEE HESS	:	CARROLL COUNTY
Defendant	:	CASE NO. CV5779

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 October, 1988, that the Plaintiff, DENNIS RAY HESS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, BONNIE BEE HESS; and

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

Luke K. Burns, Jr.
JUDGE

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CIRCUIT COURT
CARROLL CO., MD
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LARRY W. SHIPLEY
CLERK

BOOK 34 PAGE 1047

THOMAS D. HAWKLAND	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ELIZABETH T. HAWKLAND	:	Carroll County
Defendant	:	Case No. CV 6042

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 October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Thomas D. Hawkland, be and he is hereby granted an Absolute Divorce from the Defendant, Elizabeth T. Hawkland; and

It is further ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated February 24, 1988 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 Defendant, Elizabeth T. Hawkland, be and the same is hereby changed to Elizabeth Tracy Starr, her maiden name before her marriage to the Plaintiff; and

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

Luke K. Burns
Judge

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BOOK 34 PAGE 1048

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 24th day of February, 1988, by and between ELIZABETH T. HAWKLAND (hereinafter referred to as Wife) and THOMAS D. HAWKLAND (hereinafter referred to as Husband).

WITNESSTH:

WHEREAS, the parties hereto were married on the 30th day of April, 1983, by a religious ceremony in Baltimore City, Maryland and there are no children of this marriage.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart and are now and since the 10th day of July, 1987, have continuously been living separate and apart, and

WHEREAS, it is the desire of the parties hereto to make a full nnd 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, counsel fees and all other matters growing out of their marital reintion.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

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

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation and having done so since July 10, 1987, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business,

Thomas J. Lee
Attorney at Law

Pl. Exhibit No. 1

profession, or employment which to him or her may seem advisable.

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

4. Each party certifies that he or she has made full and complete financial disclosure to the other and the other hereby certifies that he or she is satisfied with the accuracy thereof.

5. The Husband and Wife have heretofore settled all disputes as to household furnishings. They both agree that neither shall make a claim on the other as to household furnishings that they each now possess.

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

7. 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.

8. Wife shall retain in her sole name and be solely responsible for the maintenance, use and ownership of the 1982 Chevrolet Cavalier which is in the Wife's name and is paid off. Husband shall retain for his sole use and possession the 1985 Dodge Ram vehicle. The Husband agrees to indemnify and hold harmless the Wife against any liability for payment due on the 1985 Dodge Ram vehicle.

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

10. The Wife agrees that for and in consideration of

Thomas J. Lee
Attorney at Law

the sum of Fifteen Thousand Dollars ($15,000) 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 by them as tenants by the entireties, and known as 2221 Harvest Farm Road, Sykesville, Maryland. The Husband shall assume and pay in accordance with its terms, the existing mortgage on the aforesaid home and he shall indemnify and hold harmless the Wife from any and all liability in connection with said mortgage. The Husband has at the time of this Agreement, satisfied this obligation.

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

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

13. The Parties hereby waived any and all right to alimony, support and maintenance, and hereby covenant that they will not claim now or in the future, any sums of money for themselves for alimony, support and/or maintenance.

14. The parties covenant and agree that they shall consult with each other as to the mutually beneficial effects of filing joint federal and state tax returns for any year that they are eligible to do so. If they both agree that such action is to their mutual benefit, then they shall so file.

15. The parties hereto agree that each shall be responsible for his or her own attorney's fees and the Wife hereby releases the Husband from any obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

Thomas J. Lee
Attorney at Law

16. Each party acknowledges that he and she has the right to advice of independent counsel of his or her own choosing in the negotiation and execution of this Agreement and that the transfers and agreement provided herein constitute their reasonable and adequate settlement of their respective property rights and obligations and that this Agreement is signed voluntarily.

17. This Agreement is being entered into within and shall be construed under the laws of the State of Maryland.

18. The provisions of this Agreement are not subject to modification by any court, pursuant to Section 8-103 of the Family Law Article of the Annotated code of Maryland. Further this Agreement is entered into in full recognition of Section 8-201 through 8-213 of the Family Law Article of the Annotated Code of Maryland, and accordingly except as specifically provided to the contrary herein, both parties waive any claims they may have under the above-referenced code sections, including but not limited to, claims against each other's pension or retirement funds.

19. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments or assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

20. 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.

21. 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.

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

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

24. 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 Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this

Thomas J. Lee
Attorney at Law

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 thereof.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals to three (3) counterparts of this Agreement, each of which shall constitute an original, the date first above written.

WITNESS:

Thomas J. Lee — [SEAL] ELIZABETH T. HAWKLAND

Thomas J. Lee — [SEAL] THOMAS D. HAWKLAND

STATE OF MARYLAND:)
COUNTY OF Carroll) SS:
)

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared Elizabeth T. Hawkland known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

She gave Mr. Dellinger License to examine.

WITNESS my hand and official seal this 24th day of February, 1988.

THOMAS J. LEE NOTARY PUBLIC CARROLL CO., MD.

Thomas J. Lee
Notary Public

My Commission Expires 7/1/90

STATE OF MARYLAND:)
COUNTY OF Carroll) SS:
)

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared Thomas D. Hawkland, 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

Thomas J. Lee
Attorney at Law

Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and official seal this 24th day of February, 19 .

THOMAS J. LEE NOTARY PUBLIC CARROLL CO., MD

Thomas J. Lee
Notary Public

My Commission Expires 7/1/90

Thomas J. Lee
Attorney at Law

CAROL LEE PROUDFOOT	:	In the
Plaintiff	:	Circuit Court
vs	:	for
GILBERT ROGER PROUDFOOT	:	Carroll County
Defendant	:	Case No. CV 6200

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 17th day of October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, CArol Lee Proudfoot, be and she is hereby granted an Absolute Divorce from the Defendant, Gilbert Roger Proudfoot; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Marital property Settlement Agreement by and between the parties hereto, dated August 25, 1988 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, Carol Lee Proudfoot, and the Defendant, Gilbert Roger Proudfoot, be and they are hereby awarded the joint guardianship and custody of Scott Roger Proudfoot and David Emerson Proudfoot, the minor children of the parties hereto, with said children's primary residence being with the Plaintiff and with the right unto the Defendant to visit said children all as set out in Paragraph 3 of the Agreement, subject, however, to the continuing jurisdiction of this Court; and

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It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of $125.00 per child per week, for a total of $250.00 per week toward the support of the minor children of the parties, in accordance with Paragraph 4 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that the Defendant shall pay Plaintiff spousal support in the amount of $75.00 per week until December 31, 1991, 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 Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §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
MARITAL PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of August, 1988, by and between Carol Lee Proudfoot ("Wife") and Gilbert Roger Proudfoot ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 15, 1968, in Baltimore City, Maryland. Two children were born as a result of their marriage, namely, SCOTT ROGER PROUDFOOT, born February 27, 1971, and DAVID EMERSON PROUDFOOT, born January 31, 1978, hereinafter referred to as "Children" or "Child."

Irreconcilable differences have arisen between the parties and they are now, and have been since March 5, 1987, 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 formalize in this Agreement their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, support, 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.

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 he or she shall deem 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 by any proceedings for restoration of conjugal rights or otherwise to compel the other to cohabit or dwell with him or her or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS OF 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, demises, 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, quitclaims, 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. 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, or in the marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Ann. Code Family Law Article, Sections 8-201 through 8-213, as amended from time to time, 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 or inheritance, title or claim in the other party as if the parties as such time were unmarried.

3. CHILD CUSTODY AND VISITATION

The Children shall be in the joint custody of the parties, and shall have their primary residence with Wife. Husband shall have the right to have the Children with him at all reasonable times and places, specifically including, but not limited to, every other weekend from 3:00 p.m. on Friday, until 9:00 p.m. on Sunday, alternating holidays, and at least four weeks each summer. The parties further agree that all significant decisions concerning the Children, including but not limited to their schooling, medical care, religious training, and other activities, shall be made by the parties jointly, and not by either party to the exclusion of the other. Each party shall take all reasonable steps to foster a positive and constructive relationship between the Children and the other party, and

neither party shall do anything which shall or may be detrimental to that relationship.

4. CHILD SUPPORT

Husband to pay Wife, for the support and maintenance of each child, the sum of Two Hundred Fifty Dollars ($250.00) bi-weekly for a total of Five Hundred Dollars ($500.00) bi-weekly 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's becoming self-supporting or (4) the Child's arrival at the age of 21 years.

5. ALIMONY AND SUPPORT

Husband shall continue to pay to Wife, as rehabilitative alimony, the sum of One Hundred Fifty Dollars ($150.00) bi-weekly, until December 31, 1991 so long as the parties live separate and apart and until the first to occur of (a) remarriage of Wife or (b) death of either of the parties or co-habitation of Wife with a male for a period of longer than six (6) months. The parties acknowledge that the amount of alimony payable hereunder is subject to modification by a court of competent jurisdiction in the event of change in circumstances.

6. LIFE INSURANCE

Husband shall keep in full force and effect, at his expense, that policy of insurance on his life which is itemized on Schedule A which is attached hereto and incorporated herein as a part hereof. Husband shall cause said policy to be so endorsed that Children shall be named therein as the primary irrevocable beneficiaries 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 both Children. Said policies shall be endorsed further so as to designate the Wife as trustee for the Children's interests therein and as an equal secondary, irrevocable beneficiary, said designation to be operative in the event of the death of said Children. Husband shall cause copies of the insurance notices to be mailed to Wife, and he shall furnish to Wife at least fifteen (15) days prior to the termination of the grace period on said policies, proof of payment of the premiums due thereon. Husband's failure to pay said premiums shall give Wife the right to pay the same and Husband shall be liable to Wife for reimbursement therefor in any appropriate action at law or in equity. In the event that any insurance company issuing any policy listed on Schedule A shall decline to endorse any such policy as herein provided, or in the event of lapse or cancellation of any of said policies for any reason, the parties, nevertheless, for themselves and their heirs, personal representatives and assigns, covenant and agree that the rights and liabilities of the parties, their heirs, personal representatives and assigns (and of their Children as beneficiaries under said policies, their heirs, personal representatives and assigns) shall be governed, controlled and bound by the provisions of this Paragraph to the same extent and as fully as if said policies had been endorsed and remained in effect as provided herein.

7. PERSONAL PROPERTY

A. 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, with the exception of the billiard table which is the exclusive property of the Husband, 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.

B. Wife shall retain possession of and maintain in her name the 1987 Ford Escort and the 1987 Buick Electra and assume all financial responsibility therefore. Husband shall retain possession of and maintain in his name the 1980 Datsun SX and assume all financial responsibility therefore.

C. The parties agree that their interests in the jointly held Variable American Life Insurance Corporation (VALIC) fund valued at approximately Six Thousand Dollars ($6,000.00), and their interests in the Reisterstown Federal bank stock valued at approximately One Thousand Dollars ($1,000.00) will be liquidated and divided equally with the execution of this Agreement. The parties agree to continue to maintain their joint account with the Reisterstown Federal Savings and Loan Association following the execution of this Agreement for expenses associated with the maintenance the two Myrtle Beach, S.C. investment properties more fully described in Paragraph 8 below.

D. Except as otherwise provided in this Agreement, 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, pension, profit-sharing plans, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

8. REAL PROPERTY

The parties own as tenants by the entireties, investment properties known as #59 Bay Tree I, North Myrtle Beach, South Carolina 29582 and #63 Bay Tree III, North Myrtle Beach, South Carolina 29582. The property known as #59 Bay Tree I is subject to a mortgage balance of approximately Fifty-Eight Thousand Six Hundred Dollars ($58,600.00) and the property known as #63 Bay Tree III is subject to a mortgage of Sixty Six Thousand Two Hundred Dollars ($66,200.00) both held by the Pfefferkorn Company, 715 Coliseum Drive, Winston-Salem, N.C. 27102.

It is the intention of the parties that these properties be held jointly as co-tenants and managed jointly for investment purposes, subsequent to the execution of this Agreement and the dissolution of their marriage and later sold at fair market value and the proceeds be divided equally.

9. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any

other form of retirement or deferred income plan except as provided below, including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. Wife shall, within ten (10) days of the request by Husband, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation. Husband agrees that in consideration of the above general waiver he will pay to wife a one time lump sum payment of Seven Thousand Dollars ($7,000.00) on December 1, 1994 when his I.R.A Pension Fund, certificate no. 02-89-52217 at Reisterstown Federal Savings and Loan Association matures.

10. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County, Maryland, known as 5697 French Avenue, Sykesville, Maryland 21784 (the marital home), which property is subject to a Purchase Money Deed of Trust (the "mortgage").

It is the intention of the parties, upon the execution of this Agreement, to transfer all of their right, title and

interest in the marital home to Wife, who will assume all of the obligations of the parties under the mortgage, and shall indemnify and hold Husband harmless from any liability for any obligation owed thereunder. It is also the intention of the parties that if and when Wife should sell, or otherwise dispose of said property, including the transfer of title to said property to any other person other than the Children, that Husband should receive Twenty Thousand Dollars ($20,000.00) from the proceeds thereof as his share of the equity interest therein.

Upon the execution of this Agreement, Husband and Wife will contact the mortgagee and request that the Wife be permitted to assume the mortgage and that the Husband be released from all obligations thereunder, as provided in this Agreement.

Pending the transfer of the marital home to Wife, Wife shall be solely responsible for the payment of the mortgage, and all other expenses associated with the ownership and maintenance of the marital home, including, but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums, and all repairs and improvements. Wife shall indemnify and hold Husband harmless for the payment of the mortgage and all such expenses.

11. DEBTS

Except as otherwise 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 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 will be responsible for his or her own debt liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

12. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1988. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon, in equal shares and making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds due also in equal shares; 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.

13. 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 in 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.

14. 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.

15. COUNSEL FEES; COURT COSTS

Husband agrees to pay Fifty Percent (50%) of Wife's counsel fees. 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.

16. 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. ss 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 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 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:

Daniel H. Green, Esq. — Carol Lee Proudfoot (SEAL)
CAROL LEE PROUDFOOT

Gilbert Roger Proudfoot (SEAL)
GILBERT ROGER PROUDFOOT

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

SCHEDULE A: LIFE INSURANCE POLICIES

1. State Farm Insurance Company
   Policy No. LF05735037
   Face Value $100,000.00

initials GHP 8/25/88
8/23/88 CWP

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 23rd day of August, 1988, the above-named CAROL LEE PROUDFOOT, 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.

Daniel H. Green
NOTARY PUBLIC
My Commission Expires: 7/1/90

DANIEL H. GREEN NOTARY PUBLIC BALTIMORE CO. MD.

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, that on this 25th day of August, 1988, the above-named GILBERT ROGER PROUDFOOT, 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

Balt. Co., Maryland

MARY HAZEL D'AMORE	*	IN THE
Plaintiff	*	CIRCUIT COURT
v	*	FOR
MARK PATRICK D'AMORE	*	CARROLL COUNTY
Defendant	*	Case No. 5331

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 20th day of October, 1988, by the Circuit Court for Carroll County that the Plaintiff, MARY HAZEL D'AMORE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MARK PATRICK D'AMORE; and

It is further ORDERED, that the Plaintiff's name be changed from MARY HAZEL D'AMORE to her maiden name, MARY HAZEL STONE; and

It is further ORDERED, that the costs of this action be and they are hereby waived.

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
OCT 21 10 53 AM '88
LARRY E. SHIPLEY
CLERK

KEVIN ROBERT KRAPPITZ	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KATHLEEN KRAPPITZ	:	Carroll County
Defendant	:	Case No.CV 5869

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 19th day of October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Kevin Robert Krappitz, be and he is hereby granted an Absolute Divorce from the Defendant, Kathleen Krappitz; and

It is further ADJUDGED and ORDERED that the Defendant, Kathleen Krappitz, be and she is hereby awarded the guardianship and custody of Sarah Lynn Krappitz and Michael Krappitz, the minor children of the parties hereto, with the right unto the Plaintiff, Kevin Robert Krappitz, 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 $200.00 per child per month, for a total of $400.00 per month, toward the support of the minor chilfen 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 Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §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.

Judge

JEANNETTE MARIE WALKER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CHARLES WILLIAM WALKER	:	Carroll County
Defendant	:	Case No. CV 5900

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 21st day of October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Jeannette Marie Walker, be and she is hereby granted an Absolute Divorce from the Defendant, Charles William Walker; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated November 18, 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
OCT 21 10 55 AM '88
CARROLL E. BAILEY CLERK

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 18th day of November 1986, by and between JEANNETTE MARIE WALKER, hereinafter called "Wife", and CHARLES WILLIAM WALKER, hereinafter called "Husband".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 28, 1977 in Carroll County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are 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 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/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.

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.

B. Life Insurance. (1) Husband agrees to maintain his existing life insurance policies, with the Wife designated as the beneficiary thereof, until the parties have been granted an absolute divorce. (2) Wife agrees to maintain her existing life insurance policies, with the Husband designated as the beneficiary thereof, until the parties have been granted an absolute divorce.

C. Automobile Insurance. Each of 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.

5. REAL PROPERTY.

The parties own, as tenants by the entireties, improved premises in Carroll County, known as 4600 Maple Grove Road, Hampstead, Maryland 21074, hereinafter called the "Home". The Home is subject to the lien of a first and second mortgage. The second mortgage was obtained to benefit Husbands business, to which Wife hereinafter releases any and all interest. Husband

shall have the right to purchase Wife's interest in the Home. Wife's interest in the Home shall be determined by having an appraisal made of the fair market value thereof by a reputable appraiser chosen by agreement between the parties, subtracting therefrom the first mortgage only existing on the property as of the date of this agreement, and dividing the resulting figure by one half (1/2). If Husband can not obtain financing satisfactory to him in order to hold settlement on the Home within one (1) year from the date of this agreement, then the Home shall be sold and the proceeds split as provided herein. In the event that Husband purchases Wife's interest in the Home, then 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 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 allowed to occupy the Home until the closing as a residence for himself. During the time of such occupancy, Husband shall solely responsible to pay the mortgages and all other expenses of the Home, including, but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, the cost of pest control, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. In the event of Husband's

purchase of Wife's interest in the Home, Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon the sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. In default of Husband's purchase of the Home, the Home shall be listed for sale with a real estate broker to be selected by agreement of the parties. Upon the sale of the Home, 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 form 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, including any unpaid real estate taxes, and (c) the first mortgage only. Husband shall be allowed to occupy the Home until the sale thereof, upon the same conditions as aforesaid. In default of Husband's purchase of the Home, the Home shall be listed for sale as aforesaid not later than one (1) year from the date of this Agreement.

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 of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. The parties agree to divide their property in accordance with the schedule listed in exhibit A attached hereto, and

incorporated herein by reference. From and after the date of their separation, 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 1984 Chevrolet One Ton Pick Up and the 1980 Datsun Station Wagon. Said vehicles may be subject to a loan. Husband hereby agrees to assume sole responsibility to pay any loan which may exist on said vehicles, and Husband shall hold and save Wife harmless from the expenses from which he covenants to pay herein, and shall indemnify Wife 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 for Wife, the 1977 Chevrolet One Ton Pick Up. 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 affect the registration of said vehicle in Husband's name alone.

E. The parties hereby acknowledge that they are the joint owners of three (3) horses, and hereby agree to sell said horses and apply the proceeds therefrom to an outstanding loan owed to Wife's parents.

F. The parties hereby acknowledge that they are the joint owners of a mobile home, and hereby agree to sell said mobile home and apply the proceeds therefrom to a loan owed to Wife's parents.

G. Wife shall retain as her sole and separate property, free from all claims of Husband, the horse trailer jointly owned by the parties. Said trailer may be subject to a loan. 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. 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 trailer in the Wife's name alone.

H. Wife is the owner of a life insurance policy on Husband with the Pennsylvania Life Insurance Company, and Husband is the owner of a life insurance policy on Wife with the Pennsylvania Life Insurance Company. Upon the granting of an absolute divorce between the parties, Wife shall retain as her sole and separate

property, free from all claims of Husband, her life insurance policy, and Husband shall retain as his sole and separate property, free from all claims of Wife, his life insurance policy.

I. The parties are the joint owners of a checking account with the First National Bank located in Hampstead, Carroll County, Maryland. Simultaneously with the execution of this Agreement, Husband shall pay to Wife one half (1/2) of the sum in said checking account as of the date of this Agreement. Wife shall then release all of her right, title and interest in and to said checking account.

7. BUSINESS INTERESTS: Husband and Wife are the owners of a business, that is, Walker and Emge, Inc. 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. In partial consideration of Wife's assignment of any and all interest in said business to Husband, Wife shall be allowed to retain employment with said business for a period of one (1) year from the date of this Agreement,

performing the same duties and at the same rate of pay as of the date of this Agreement.

8. DEBTS.

A. 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. Husband shall be solely responsible for the debt, if any, owed by the parties to Sears, Roebuck and Company, Inc. 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.

B. The parties hereby acknowledge that they are indebted to Wife's parents for a loan in the amount of approximately Ten Thousand Dollars ($10,000.00). Said loan shall be paid by the proceeds of the sale of the three horses and mobile home owned jointly by the parties, as aforesaid. To the extent that the proceeds from the sale of the three horses and mobile home are not sufficient to satisfy said loan, the parties shall be jointly liable to pay said loan. To the extent that the sale of said

items creates a surplus over the debt owed to Wife's parents, such surplus shall be divided equally between the parties.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

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

17. 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.

18. 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:

Jeannette Marie Walker (SEAL)
Jeannette Marie Walker

Charles William Walker (SEAL)
Charles William Walker

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of November, 1986, the above-named JEANNETTE MARIE WALKER, 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~~ BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of November, 1986, the above-named CHARLES WILLIAM WALKER, 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

CLIFFORD B. SILBIGER NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires: 7/1/90

EXHIBIT A

TO WIFE

Pink and gold chair in living room with tables

Dinning room set

Decon bench and rocker

My bedroom set

My trunk

Horse clock

Horse sculpture

Paintings in kitchen and dinningroom

Book case downstairs

TO HUSBAND

Easy boy recliner

Green chair in living room

Office desk, sofa, chair, file cabinets, TV and recorder

His bedroom set

Washer and Dryer

Office Clock

Upstairs pink chair and buffet

Book case upstairs

Both stoves (one insert one freestanding)

Lawn Mower $1300.00

Massey 50 tractor with 5 foot mower $3,000.00

VICKIE A. POAGE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JACK EDWIN POAGE	:	Carroll County
Defendant	:	Case No. CV 2645

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 26th day of October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Vickie A. Poage, be and she is hereby granted an Absolute Divorce from the Defendant, Jack Edwin Poage; and

It is further ADJUDGED and ORDERED that the Plaintiff, Vickie A. Poage, be and she is hereby awarded the guardianship and custody of Amy Elizabeth Poage and Jennifer Leigh Poage, two of the minor children of the parties hereto, with the right unto the Defendant, Jack Edwin Poage, to visit said children at reasonable times and under proper circumstances; and that the Defendant, Jack Edwin Poage, be and he is hereby awarded the guardianship and custody of Mark Edwin Poage, the other minor child of the parties, with the right unto the Plaintiff, Vickie A. Poage, 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 $25.00 per child per week, for a total of $50.00 per week toward the support of the two

minor children in the care and custody of the Plaintiff, and shall continue to maintain health insurance coverage for said minor children through his employer, or like coverage, and that Plaintiff and Defendant shall each pay one-half of all medical expenses for said minor children not covered by insurance, 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 §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 pay the sum of $250.00 toward the counsel fee of Walter D.Hess, III, Esq., attorney for the Plaintiff; and

It is further ORDERED that the Plaintiff pay one-half of the costs of these proceedings, including the Master fee, and Defendant shall pay the remaining one-half thereof.

Luke K Burns
Judge

SHIRLEY FAYE WISNER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PERRY LEE WISNER	*	CARROLL COUNTY
Defendant	*	CASE NO. 2700

* *

JUDGMENT OF DIVORCE

UPON consideration of the hearing had and testimony taken before the Master on September 13, 1988, and other proceedings of record, whereupon it is this 25TH day of ~~September~~ October, 1988, by the Circuit Court for Carroll County:

ADJUDGED, ORDERED AND DECREED that the Plaintiff, Shirley Faye Wisner, be and is hereby granted an Absolute Divorce from the Defendant, Perry Lee Wisner; and it is further

ORDERED that the care, custody and control of the minor child of the parties to these proceedings, namely Celeste Faye Wisner, born April 4, 1980, be and the same is granted unto the Plaintiff, Shirley Faye Wisner, subject to reasonable rights of visitation on the part of the Defendant, Perry Lee Wisner, which said visitation rights shall constitute alternating weekends and alternating holidays, including the Holy Days as regularly practiced by the Church of God; and it is further

ORDERED that the issue of child support payable by the Defendant to the Plaintiff in this matter be reserved for any further determination, inasmuch as there is a presently existing

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Court Order of record providing for said support under the Uniform Reciprocal Child Support Act; and it is further

ORDERED that leave be and the same is hereby granted unto the Plaintiff, Shirley Faye Wisner, to resume use of her former name, namely SHIRLEY FAYE STARNER; and it is further

ORDERED that costs in this matter be and the same are hereby waived.

Luke K. Burns
JUDGE

Recommended for Submission:

William T. Fitzgerald, Master

ROBIN LYNN SPIELMAN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ROBERT LEE SPIELMAN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV 5550

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 ~~September,~~ October 1988, that the Plaintiff, ROBIN LYNN SPIELMAN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ROBERT LEE SPIELMAN; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, ALLEN LEE SPIELMAN (born September 3, 1982) and DOROTHY LYNN SPIELMAN (born May 5, 1985) be and the same is hereby awarded to the Plaintiff with reasonable visitation reserved unto the Defendant, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay the sum of Twenty Dollars ($20.00) per week, for the support and maintenance of said minor children pursuant to a Consent Order entered into by the Defendant dated May 11, 1987, subject to the further Order of this Court and subject to the following provisions of law:

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LARRY W. SHIPLEY
CLERK

(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 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 to her maiden name of ROBIN LYNN STULTZ; and

IT IS FURTHER ORDERED, that any open costs in this matter be and they are hereby waived.

Luke K. Burns Jr.
JUDGE

BEVERLY WOERNER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
EARL WOERNER	:	Carroll County
Defendant	:	Case No. CV 5905

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 26th day of October, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Beverly Woerner, be and she is hereby granted an Absolute Divorce from the Defendant, Earl Woerner; and

It is further ADJUDGED and ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated March 31, 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, Beverly Woerner, and the Defendant, Earl Woerner, be and they are hereby awarded the joint guardianship and custody of Marc Allan Woerner and Adam Scott Woerner, the minor children of the parties hereto, with said children's physical custody being with the Plaintiff and with the right unto the Defendant to visit said children at reasonable times and under proper circumstances, pursuant to said Agreement, all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157,

the sum of $50.00 per child per week, for a total of $100.00 per week toward the support of the minor children of the parties, as set out in said Agreement, subject to the further Order of this Court; and

It is further ORDERED that the Defendant shall pay the arrearage in child support payments in the amount of $750.00, within six months from the date of this Judgment, payments to be made through the Bureau of Support Enforcement; 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, §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 pay the Plaintiff one-half of the Master fee ($36.00) and one half of the Court costs ($52.50), for a total of $88.50, within thirty days of the date of this Judgment.

Hilek K. Burns
Judge

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 31st day of March BKW 1987, by and between EARL WOERNER, hereinafter referred to as "Husband", and BEVERLY FRANCES WOERNER, hereinafter referred to as "Wife."

RECITALS

1. The parties were married by a religious ceremony on November 25, 1967 in Baltimore City, Maryland.

2. Two children were born as a result of this marriage, namely, MARC ALLAN WOERNER, born April 29, 1971, and ADAM SCOTT WOERNER, born August 30, 1973.

3. Differences arose between the parties, and on or about March 31, 1987 BKW the parties voluntarily agreed to and did separate with the intention of ending their marriage.

4. The separation has continued uninterrupted since March 31, 1987 BKW and there is no reasonable hope or expectation of a reconciliation between the parties.

5. The parties desire to settle their property rights, support and alimony, and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the promises each party is making to the other, the parties agree as follows:

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

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(301) 823-5700

Pl. Exhibit No. 1

7. TERMS OF SEPARATION. 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 done since March 31, 1987. 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 to 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.

8. 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 interests which he now has or may hereafter acquire in real, personal or other property of the other. Each of the parties agree 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, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relationship now or at any time hereafter existing or occurring in the property or estate of the other, or in the marital property, either statutory or arising at common law, specifically including all claims, demands

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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 of the parties that during their respective lifetimes they may deal with their separate estate 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 right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

9. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereinafter 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.

10. CUSTODY AND SUPPORT OF MINOR CHILDREN. The parties have agreed that the children shall be in their joint custody, and both Husband and Wife shall have equal access to the children. The parties agree, however, that the children shall reside with the Wife. The parties further agree that each of them shall have the children with him or her for an equal part of

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the childrens' school time, vacation time and holidays. Moreover, the parties agree that all significant decisions concerning the children, including but not limited to their schooling and other activities, shall be decided upon by the parties jointly, and not by either of the party to the exclusion of the other.

From the date hereof Husband shall pay to the Wife, for the support and maintenance of each child, the sum of Fifty Dollars ($50.00) per week per child for a total of One Hundred Dollars (100.00) per ~~month~~ week for both children, which shall be payable by Husband through the ~~Support and Custody Division~~ Bureau of Support and Enforcement for Carroll County. Husband's obligation for the aforesaid child support payments shall terminate upon the first to occur of any of the following events with respect to each child: (a). Death of the child or Husband; (b). Marriage of the child; (c). The child becomes self-supporting or; (d). The child's arrival at the age of eighteen (18) years.

For any year for which the parties file separate income tax returns ~~Beginning with the year which an absolute divorce is granted~~, Husband shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that he will not claim the children as dependents for that calendar year. Husband shall give such executed declaration to Wife upon her request, on or after January 1st each year for the calendar year just ended, to enable Wife to attach it to her income tax returns.

Husband shall maintain and pay premiums for Blue Cross/Blue Shield/Major Medical health insurance (or its

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equivalent) covering the Wife until the date of final divorce, and covering both minor children (MARC ALLAN and ADAM SCOTT) until their respective ages of majority. In addition, Husband shall tender to the Wife Thirty-Seven Dollars and 50/100 ($37.50) per month as a contribution towards Adams' orthodonist treatment, which shall terminate upon the completion of treatment. Husband shall be advised and consulted on medical decisions regarding the two minor children except for minor matters and routine physicals which may be done as required.

11. BENEFIT PLANS. Upon Husband receiving a pension interest from the Department of Agricultural, State of Maryland, the Wife shall receive a share of said pension interest as, if and when received by Husband and in the same manner as received by Husband, i.e., monthly, quarterly, etc. Said share being computed as follows:

$$1/2 \times \frac{\text{number of years of marriage}}{\text{total years of pension } \cancel{\text{benefit}} \text{ accumulation}}$$

12. DIVISION OF REAL PROPERTY. The parties currently own as tenants by the entireties, improved premises in Carroll County known as 2243 Coon Club Road, Westminster, Maryland 21157 (the "home"). The home is subject to a lien of a mortgage with the Farmers Home Administration. The parties have agreed that the Wife shall have the sole use and possession of the premises for a period of five (5) years from the date of the execution of this Agreement by the parties in accordance with the terms and conditions of this paragraph. Husband agrees to pay the mortgage payment to Farmers Home Administration in the amount of One Hundred Fifty-Five Dollars ($155.00) a month for a period of four

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(4) years from the date of the execution of this Agreement.* Wife shall be responsible to pay all other expenses related to her occupancy of the home including but not limited to water and utility bills, real estate property taxes, telephone bills, insurance premiums on the home and contents. ~~The cost of~~ Any bill for repairs ~~to~~ the home which exceeds One Hundred Fifty Dollars ~~in excess of Two Hundred Fifty Dollars ($250.00) per repair,~~ ($150.00) shall be divided equally between Husband and Wife. Wife shall be responsible for all repair bills which do not exceed ~~Two Hundred Fifty Dollars ($250.00).~~ One Hundred Fifty Dollars ($150.00). Wife shall also notify Husband of the necessity of said repairs, and shall first obtain Husband's approval for the repairs, which shall not be unreasonably withheld by Husband. After four (4) years from the date of the execution of this Agreement, in addition to the aforesaid payments which shall be Wife's sole responsibility, Wife shall also tender the mortgage payment in the amount of One Hundred Fifty-Five Dollars ($155.00) to the Farmers Home Administration. The parties agree that the home shall be sold ~~fifteen (15)~~ five (5) years from the date of this Agreement unless, as otherwise provided in this paragraph. The net proceeds of said sale shall be equally divided between Husband and Wife, without contribution to either party for payments made after the separation of 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 principal, accrued interest and any pre-payment penalty due on the mortgage. *Wife's right of possession and her obligation to pay the above enumerated expenses including the mortgage, shall continue until the date of settlement on the sale by the parties to a third party ~~Husband to Wife of his interest~~

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The parties agree that the home shall be sold or Husband's interest may be purchased by Wife at the fair market value on the date of such event under the following terms and conditions: (a). Wife's remarriage; (b). Wife's desire to purchase Husband's interest in the home prior to the expiration of her entitlement to possession; (c). Death of Wife.

In the event that Wife elects to purchase Husband's interest in the home arising from (a) or (b), the parties shall have thirty (30) days from the date of such event to mutually agree at a purchase price for Husband's interest in the home which shall be based on the fair market value of the home on the date of such event. In the event that the parties are unable to agree on the value of Husband's interest in said home, the parties agree to retain a real estate broker to be selected by agreement of the parties, or their counsel, to determine the fair market value which shall be determined no later than sixty (60) days after the appointment of a real estate broker. The decision of the real estate broker shall be binding on the parties. Closing shall occur ~~within ninety (90) days from the date of either Wife's remarriage, or desire to purchase Husband's interest in the home~~ sixty (60) days from the date wife receives said appraisal. On the date of closing, Wife shall tender to Husband cash, or a certified check for Husband's interest in the home.

In the event that Wife does not exercise her option to purchase Husband's interest in the home under the aforesaid conditions, the home shall be sold in the event of Wife's remarriage, expiration of the Wife's entitlement to possession of the property, and/or the death of the Wife. The home shall be listed for sale with a real estate broker to be selected by

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agreement of the parties, or their counsel, within thirty (30) days from the date of such event. If the parties can not agree as to the purchase price, the real estate broker shall determine the purchase price which shall be binding on the parties. On the date of closing, ~~Husband~~ each party BFW KW shall receive cash, or a certified check for his or her BFW KW interest from the net proceeds of the sale.

In the event of Husband's death prior to the sale of the home, at the time of said sale, or Wife's purchase of Husband's interest, Husband's estate shall be entitled to his interest of the net proceeds of sale, or the fair market value, which shall be determined as aforesaid, whichever the case may be at the time of such event.

In the event of Wife's death prior to the sale of the home, at the time of said sale, Wife's estate shall be entitled to her interest of the net proceeds of sale or the fair market value. BFW KW

Husband and Wife agree that Wife's mother shall be entitled to repayment of a Two Thousand Five Hundred Dollars ($2,500.00) loan from the proceeds of the sale of the home. Both Husband and Wife shall each be responsible for the repayment of the one-half (1/2) of said loan.

Husband and Wife agree to indemnify one another for any and all losses, damages, and expenses, including reasonable attorney's fees which they may incur as a result of either one's failure to timely tender the mortgage payments as required under this paragraph, and for their failure to comply with the terms and conditions of this paragraph.

13. DIVISION OF PERSONAL PROPERTY. The parties own a 1983

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Escort Station Wagon. Wife agrees to assume the automobile loan to the Union Trust Bank for the 1983 Escort Station Wagon, and shall indemnify Husband for any and all losses, damages, and expenses, including reasonable attorney's fees as a result of Wife's failure to timely make the automobile loan payments. Upon Wife's payment in full of the automobile loan to Union Trust Bank, Husband shall transfer all of his right, title and interest in said automobile to Wife and shall execute such documents as may be necessary to convey unto Wife all of Husband's right, title and interest in said automobile to Wife. Husband shall transfer all of his right, title and interest in a 1971 Ford Van to Wife, and shall execute such documents as may be necessary to convey unto Wife all of Husband's right, title and interest in said Van to Wife. Wife agrees to transfer any right, title and interest which she may have in a 1971 Mustang to Husband. In addition, Wife agrees to transfer any right, title and interest which she may have in a trailer to Husband. Wife agrees to execute such documents as may be necessary to transfer unto Husband all of Wife's right, title and interest in said automobile and trailer to Husband.

Prior to the execution of this Agreement, the parties divided their remaining personal proeprty to their mutual satisfaction. The parties agree that all personal property and household chattels presently in the Wife's possession shall 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 in Husband's possession shall be and remain the sole and exclusive property of Husband, free and clear

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of any claim Wife. Subject to Paragraph Eleven (11), BHW 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, 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.

14. DEBTS. Husband shall assume responsibility for the following debts: Master Card - $450.23; Visa - $446.62; and Sears - $1,500.00.

Husband shall also be responsible for debt with Barnes and any debts incurred with his credit union. The parties represent and warrant to one another that other than the aforesaid debts, there are no other debts which have been incurred by the parties. 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 or on behalf of the other. As to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each party shall be responsible for his or her own debts or obligations and shall save and hold the other harmless and indemnify the other from all liability for such debts.

15. 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 cost in preparing the tax returns and to pay all of the taxes

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due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for federal income tax purposes each 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 connection with his own income and deductions. Each party shall be entitled to retain their respective portion of any tax refund.

Notwithstanding the aforegoing, Wife shall be entitled to any federal or state tax refund for the year 1986. Husband shall furnish to Wife a copy of any and all drafts to evidence the amount of said tax refund.

16. LIFE INSURANCE. Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Last Will and Testament maintain a life insurance policy with a face value of Fifty Thousand Dollars ($50,000.00) for the sole use and benefit of the parties' minor children. Any proceeds from the life insurance policy shall be equally divided between the children. Husband shall have the right to appoint a Trustee if he so desires to administer any life insurance proceeds which shall be designated for the use and benefit of the children. Husband's obligation under this paragraph shall terminate, with respect to each child, on the date on which the child reaches the age of twenty-one (21). When a child reaches the age of twenty-one (21), Husband shall be entitled to reduce the face value of the life insurance policy by one-half (1/2). When both children obtain the age of twenty-one (21), Husband shall no longer be

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required to maintain a life insurance policy.

17. WAIVER OF RIGHTS UNDER MARYLAND PROPERTY 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 releases all claims, demands and interest arising under the Marital Property Act, Md. Code, Family Law Article, Sections 8-201 through 8-213, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of the 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.

18. 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 power or other right in any property which either of the 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.

19. INCORPORATION. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties which may be instituted at any time in the future, this Agreement shall be incorporated in said Decree of Divorce, but not merged therein. In the event the Court shall fail or decline to incorporate this Agreement or any of the provisions

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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 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 upon their respective heirs, personal representatives and assigns.

20. 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.

21. INDEPENDENT COUNSEL. Husband has retained BRUCE E. KAUFFMAN, ESQUIRE, as his independent counsel and he has advised him as to his legal rights under this Agreement. Wife has retained MICHAEL M. GALLOWAY, as her independent counsel, and he has advised her as to her legal rights under this Agreement.

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. 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 other person or persons upon either party.

22. COUNSEL FEE AND COURT COSTS. Each party shall be

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18. 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 power or other right in any property which either of the 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.

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responsible for his or her own attorney's fees, court costs and Master's fees, unless otherwise provided herein. 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. Notwithstanding the foregoing the party who breaches any term of this agreement ~~of the by~~ shall be liable for the reasonable attorney's fees of the other which are incurred to enforce said term.

23. MISCELLANEOUS.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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

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set their hands and seals the days and year first above written.

WITNESS:

Noreen C Clark — Earl E. Woerner (SEAL)
EARL WOERNER

Michael B. Galloway — Beverly Frances Woerner (SEAL)
BEVERLY FRANCES WOERNER

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

I HEREBY CERTIFY, that on this 31st day of March, 1987, before me, a Notary Public of the State and County aforesaid, personally appeared EARL WOERNER and made oath in due form of law that the matters and facts with respect to the voluntary separation set forth in the aforegoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

AS WITNESS, my hand and Notarial Seal.

Noreen C Clark
Notary Public

My commission expires:
7/1/90

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

I HEREBY CERTIFY, that on this day of , 1987, before me, a Notary Public of the State and County aforesaid, personally appeared BEVERLY FRANCES WOERNER and made

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AS 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

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END OF VOLUME