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DISTRICT COURT, COUNTY OF RIO BLANCO, STATE OF COLORADO

Case No. 85DR73

SEPARATION AGREEMENT

IN RE THE MARRIAGE OF:

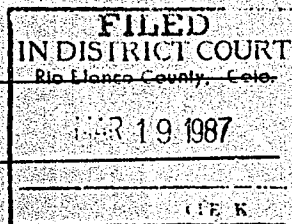
MELISSA LEA WHETSTONE,

Petitioner,

and

JAMES DEAN WHETSTONE,

Respondent.



WHEREAS, unhappy differences have arisen between the parties hereto resulting in the filing of the within action for dissolution; and

WHEREAS, the undersigned parties hereto desire to stipulate and agree with respect to certain property rights, in the event dissolution be granted herein, and all subject to approval of this Court.

IT IS THEREFORE hereby mutually agreed and stipulated between MELISSA LEA WHETSTONE, Petitioner above-named, and hereinafter referred to as "Wife", and JAMES DEAN WHETSTONE, Respondent above-named, and hereinafter referred to as "Husband":

INCORPORATION WITHIN DECREE

1. The parties do hereby request that the Court incorporate in a Decree of Dissolution entered herein all portions of the hereinafter contained provisions of this Separation Agreement meeting with the approval of the Court in the event the dissolution be granted herein.

2. The parties state and agree that the within agreement is entered into freely and without duress by one party or his agents upon the other. The parties hereto

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state that each has read and understood the within written agreement and that it represents the agreement of the parties and that the within agreement is fair and not unconscionable in all its terms. If any provisions of the within agreement are held to be unconscionable by the Courts, the remaining provisions of this agreement shall remain in full force and effect. Any provision herein found to be unenforceable or unconscionable by the Court is subject to renegotiations by the parties without affecting the remainder of the agreement.

3. To the extent desired by each party hereto, he or she has been counseled by independent legal counsel of that party's choosing.

4. The parties state and agree that should this Court issue a Decree of Dissolution, that this Separation Agreement shall be made a part of said Decree and incorporated therein, if approved by the Court as being fair and not unconscionable, and this agreement shall be binding upon the parties as of the date of issuance of the Decree herein.

5. The parties hereto agree that the within is a full and complete settlement between the parties, and they hereby release one another from any and all claims, demands or causes of action which arise out of the marital relationship, or could be presumed to have arisen out of the marital relationship.

RECITALS

6. The parties were married on September 20, 1980, in Grants Pass, Josephine County, Oregon. The parties have been separated since November 15, 1985. One child has been born as issue of this marriage, to-wit: JAMES DEAN WHETSTONE, JR., born September 6, 1983. The child is presently with the Wife.

SEPARATION

7. The parties may and shall at all times hereafter live separate and apart. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. The parties shall not molest or interfere with each

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other nor shall either of them compel or attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

8. The parties agree that their marriage is irretrievably broken.

RELEASE OF CLAIM FROM ESTATE

9. This agreement shall be binding upon heirs, executors, administrators, personal representatives, guardians, agents, or assignees of each party to the extent and in the manner in which it is binding upon the parties. Husband and Wife hereby release any and all rights that either of them now have or may hereafter acquire to share in any capacity in the estate of either; each waives the right of election to take against the will or estate of the other, except as may otherwise be provided.

MODIFICATION

10. The parties agree that this Separation Agreement shall not be modifiable except by its own terms, or by operation of law or by written agreement of the parties with approval by the Court.

MAINTENANCE

11. Both parties state and agree that they are healthy individuals capable of supporting themselves and that each has been employed in the past. Each waives any claim for maintenance from the other, both for the present and in the future.

CUSTODY AND SUPPORT

12. Both Petitioner and Respondent agree that custody of the minor child, JAMES DEAN WHETSTONE, JR., shall be with the Wife. Husband shall have reasonable visitation with said minor child. Unless otherwise agreed by the parties, reasonable visitation will be every other weekend, with weekends commencing at 4:00 o'clock P.M. on Friday evening until 8:00 o'clock P.M. on Sunday evening, and for any other period of time the parties can agree upon. If additional visitation is agreed upon by the parties, Husband agrees to notify Wife two weeks in advance in order to allow her to make arrangements.

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13. Husband agrees to pay Wife the sum of TWO HUNDRED DOLLARS (\$200.00) per month child support for JAMES DEAN WHETSTONE, JR., beginning September, 1986, and until such time as the child marries, joins the armed services of the United States, reaches the age of twenty-one (21) years, or becomes otherwise emancipated. Husband will pay said support on the tenth (10th) day of each month. Support payments shall be paid through the "Pass-Through Registry" of the District Court of Rio Blanco County, Colorado.

14. Wife currently maintains medical insurance on the child. Wife agrees to continue to maintain said policy when available through her employer. In the event a policy is not available through her employment, Husband shall provide medical insurance. Any medical or dental care required for the child's health which is not covered by Wife's insurance policy shall be paid by Husband.

PROPERTY

15. The parties agree that they own two parcels of real property; a home located at 206 East Third Street, Dinosaur, Colorado, and a home located at 520 Doty Street, Klamath Falls, Oregon. The parties agree that the home located at 206 East Third Street, Dinosaur, Colorado, shall become the sole and separate property of Wife and Husband agrees to quit claim any right, title or interest he has in such property to Wife. The parties further agree that the home located at 520 Doty Street, Klamath Falls, Oregon, shall become the sole and separate property of Husband and the Wife agrees to quit claim any right, title or interest she has in such property to the Husband. The parties each agree to assume the responsibility to pay the mortgage on his or her house and hold the other harmless therefrom.

16. The parties further state and agree that they have heretofore equitably divided by and between themselves all items of personal property.

DEBTS

17. The parties agree that the Husband shall be responsible for all debts created by him, subsequent to April 1, 1986. The parties agree that the Wife will be responsible for all debts created by her, subsequent to April 1, 1986.

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The parties further agree to divide responsibility according to the debts enumerated below. Each party agrees to assume the responsibility and to hold the other party harmless for those debts as enumerated below:

Husband

Sears, Roebuck & Company
Bank of America
Household Finance (chest)
Citibank Visa
Rocky Mountain Visa
First Interstate (student loan)
Veteran's Administration
loan on life insurance
taxes on house in Oregon

Wife

Avco
J.C. Penney
Household Finance
(dining set)
P.F. Collier
Orthodontics
Credit Union

DISCLOSURE

18. The parties represent that each has made full disclosure of all assets and values known to exist or in which they have any interest whatsoever. Each further understands that if assets are not fully disclosed one to the other, or additional assets are discovered, the same shall be subject to the jurisdiction of the Court herein; and in the event it is necessary to compel distribution by Order of the Court of any such asset undisclosed to the other party or later discovered, the party entitled to distribution will be entitled to reasonable attorney's fees and costs in obtaining such distribution. The parties further agree that if it is necessary for either of them to seek legal assistance or file a motion for enforcement hereof, and said party is successful, that party will be entitled to reasonable attorney's fees and costs from the other party.

ATTORNEY FEES AND COSTS

19. Each party shall be responsible for his or her own attorney fees incurred in connection with the execution of this agreement in this action. The foregoing provision shall in no way prejudice the right of either party hereto to seek attorney fees and/or costs incurred in connection with any action which may be taken to enforce any order of this Court pertaining to the parties hereto or to enforce compliance with provisions of this agreement. In the event

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either party is required to take action to enforce any order of this Court, said party shall be entitled to his or her reasonable attorney's fees.

ADDITIONAL DOCUMENTS

20. Each party hereby agrees to execute all instruments as the same may be required for the purpose of compliance with provisions stated herein. Should either fail to or be unwilling to transfer property or title under the terms of the within agreement, then the other party shall have the right to apply to the Court to execute the necessary documents to effect the required transfer, the within agreement constituting permission from and instructions to transfer all property as set forth herein and shall be binding upon the parties, their family, or agents.

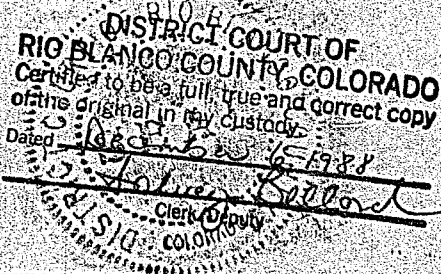
FULL AGREEMENT

21. This agreement represents the full agreement of the parties at this time, and prior stipulations or agreements, if such there be, insofar as the same may be contrary to the provisions hereof, are deemed terminated and of no further force and effect.

MODIFICATION AND WAIVER

22. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and execution in these presences this 3rd day of November, 1986.



MEILISSA LEA WHETSTONE
MEILISSA LEA WHETSTONE

JAMES DEAN WHETSTONE
JAMES DEAN WHETSTONE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 23rd day of Dec. A.D. 19 88 at 3:23 o'clock PM. and duly recorded in Vol. M88 of Deeds on Page 21921

FEE \$33.00

Return: A.T.C.

Evelyn Biehn, County Clerk
By Caroline Mullins