

MEDIATED SEPARATION AGREEMENT

This Separation Agreement voluntarily made and entered into by Petitioner/Wife, Kimberly Ann Doe hereinafter referred as "wife", and by Petitioner/Husband Cortez Doe hereinafter referred to as "husband:", represents that:

1. The date and place of the marriage of the Petitioners are:

Date of Marriage: August 22, 1998
Place of Marriage: Cleveland, Ohio

2. The names and dates of birth of all living minor children, natural or adopted, common to the Petitioners are:

Name:

Date of Birth:

3. Differences have arisen between the Petitioners and we are now living separate and apart from each other.

4. The parties hereto desire to, and by this Agreement do, settle and determine and hereby provide for a division of all property belonging to the parties, spousal support, child support, visitation rights and provide for a residential parent and legal custodian of the minor children, where applicable.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

ARTICLE ONE: SEPARATION

Each party shall hereinafter continue to live separate and apart from the other, and neither shall annoy, molest, interfere with or harass the other in any manner, either directly or indirectly.

ARTICLE TWO: DIVISION OF PROPERTY

All property, real and personal, and whatever situated which the parties own jointly or individually, or in common with each other, shall be divided as follows:

A. REAL PROPERTY

The parties jointly own real property and agree it will be divided as follows:
The wife will keep the home and relieve the husband of and responsibility.

B. SPOUSAL SUPPORT

Neither the wife or the husband shall pay spousal support to the other party and state that all future rights to spousal support are being waived.

C. MOTOR VEHICLES:

Husband shall receive, free and clear of any claims of the wife, all right, title and interest in the _____. Husband shall hold wife harmless from any debts owing thereon, notwithstanding the filing of a bankruptcy action.

Wife shall receive, free and clear of any claims of the wife, all right, title and interest in the _____. Wife shall hold husband harmless from any debts owing thereon, notwithstanding the filing of a bankruptcy action.

D. HOUSEHOLD GOODS:

We agree that our household goods and possessions (i.e., furniture, dishes, ect..) are already divided and are satisfied with division thereof.

E. PERSONAL PROPERTY:

We agree that each party may have his/her own personal property.

F. SAVINGS ACCOUNTS:

We agree that our savings accounts are already divided.

G. CHECKING ACCOUNTS:

We agree that our checking accounts are already divided.

H. CREDIT UNION ACCOUNTS AND/OR STOCKS AND/OR BONDS

We agree that the above listed accounts are already divided and we are satisfied with the division.

I. PENSION/PROFIT SHARING AND/OR IRA'S

We agree that the above listed assets are already divided and we are satisfied with the division.

J. LIFE INSURANCE

We agree that the cash value of our life insurance policies has already been divided.

K. INCOME TAX REFUNDS AND/OR LIABILITIES

We agree that our income tax refund(s) for the last year has been divided to our satisfaction.

L. DEBTS

We both agree that each of us will pay any debts incurred by us personally from this day forward, including any debts and expenses incurred after the separation and prior to the granting of divorce and dissolution.

We have no debts

ARTICLE THREE: NON-USE OF OTHER'S CREDIT

The parties have agreed that neither shall hereinafter incur any debts or obligations upon the credit of the other, and each shall indemnify the other from any debts and obligation so charged or incurred.

ARTICLE FOUR: NAME CHANGE

The wife's name is not changed.

ARTICLE FIVE: RESIDENTIAL PARENT AND LEGAL CUSTODIAN

The mother will be the sole residential parent and legal custodian of

A. VISITATION TIMES

The nonresidential parent is granted reasonable visitation with the minor child, including every other weekend, every other holiday, and at least two weeks during the summer. All other visitation is subject to agreement of the parties.

B. CHILD SUPPORT

The nonresidential parent shall pay to the residential parent as child support the amount of \$_____per child per week. These payments shall begin the date of the final hearing on a divorce or dissolution, and shall be payable every week thereafter, through Cuyahoga County Bureau of support, for a total monthly payment of \$_____. This child support shall continue until each child has reached the age of majority (18) and attends on a full time basis any recognized and accredited high school. All payments which are not made through the Cuyahoga County Bureau of Support shall be deemed gifts.

C. MEDICAL INSURANCE

(Each parent shall have access to the child's health records)

The _____ will provide and maintain health insurance coverage for the benefit of the minor children. A copy of the health insurance policy in force for the minor child will continuously be submitted as due to the Cuyahoga County Child Support Enforcement Agency. The designated health insurance carrier is _____, whose address is _____.

D. UNCOVERED MEDICAL, DENTAL, OPTICAL, ORTHODONTAL, PSYCHIATRIC, AND PSYCHOLOGICAL CARE

Any medical, dental drug, optical, orthodontal, psychiatric and psychological expenses not covered by health insurance for the benefit of the minor children will be divided equally between the parties.

E. LIFE INSURANCE FOR THE MINOR CHILD/REN

The _____ will maintain the minor child as a beneficiary of her life insurance policy in the amount of _____ until the children are emancipated.

ARTICLE SIX: TAX EXEMPTIONS

ARTICLE SEVEN:RECORDS

The parties agree that it is in the best interest of the minor children that the nonresidential parent will be entitled to access to all records pertaining to the children. The parties further agree that it in the best interest of the minor children that the nonresidential parent have equal access to any student activity of the minor children.

ARTICLE EIGHT: RELOCATION

In the event that the residential parent intends to relocate their residence outside of the northern Ohio area, the residential parent agrees to notify the nonresidential parent of their intent to do so.

ARTICLE NINE: EQUAL DIVISION

The parties acknowledge that each is entitled to an equal division of marital property and further acknowledge that the division of marital property provided for in the Agreement is not precisely equal. Accordingly, both parties waive any right to an equal division of marital property.

ARTICLE TEN: SEVERABILITY

If any provision or clause in this Agreement is held invalid, such invalidity will not affect any other provision of this agreement.

ARTICLE ELEVEN: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

ARTICLE TWELVE: COMPLETE DISCLOSURE

The parties agree that each has made a full and complete disclosure of his or her property, and that neither has knowledge of any personal property of any kind which the parties so agreeing have any beneficial interest. If it is later discovered that either party has possession or control of, or has disposed of by gift or conveyance, any undisclosed beneficial interest in any property, such party on demand, shall transfer and assign to the other party one-half interest therein, or shall pay to the other party a sum equal to one-half of the fair market value of said beneficial interest.

ARTICLE THIRTEEN: INCORPORATION INTO DECREE

This Agreement, or any amendment thereto, shall be submitted to any court in which a Petition for Dissolution of Marriage or action between parties for a divorce may be pending, and if found by the Court to be fair and equitable, and approved or validated by the Court, shall be incorporated in the Final Decree of said Court as the order of said Court. It is understood that the parties contemplate the possibility of filing a divorce or dissolution within four (4) months after the execution of this separation agreement.

ARTICLE FOURTEEN: COMPLETE AGREEMENT

This Agreement shall inure to the benefits of and be binding upon the parties and their respective heirs, executors, administrators successors and assigns, and may not be modified or changed other than by further agreement of the parties in writing.

ARTICLE FIFTEEN: PERFORMANCE OF NECESSARY ACTS

Each party shall execute any and all deeds, bills of sale, or other documents, and perform any acts which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth.

ARTICLE SIXTEEN: ADDITIONAL MATTERS

There are no additional matters.

ARTICLE SEVENTEEN: ATTORNEY WAIVER

The Petitioners are aware of their right to have an attorney represent them in this matter, hereby with full knowledge of all assets and liabilities of the marriage and of both parties own wish; the Petitioners are waiving their right to an attorney herein and specifically request the Court to proceed with full knowledge of such waiver.

ARTICLE EIGHTEEN: CONFLICT RESOLUTION FUTURE ISSUES

We both agree to discuss any changes necessary in the future and to return to mediation in the event that they cannot resolve significant disputes which relate to this Agreement.

ARTICLE NINETEEN: EFFECTIVE DATE

This Agreement will be effective upon the date last signed by a party to the Agreement.

Signed in the Presence of :

Witness

Witness

Petitioner/Wife's Signature

Signed this _____ day of _____ 20____

Witness

Witness

Petitioner/Husband's Signature

Signed this _____ day of _____ 20____