

STATE OF INDIANA
IN THE MONROE CIRCUIT COURT III
CAUSE NO. 53C03-9906-DR-00379

Q 007-HBT 92-3276

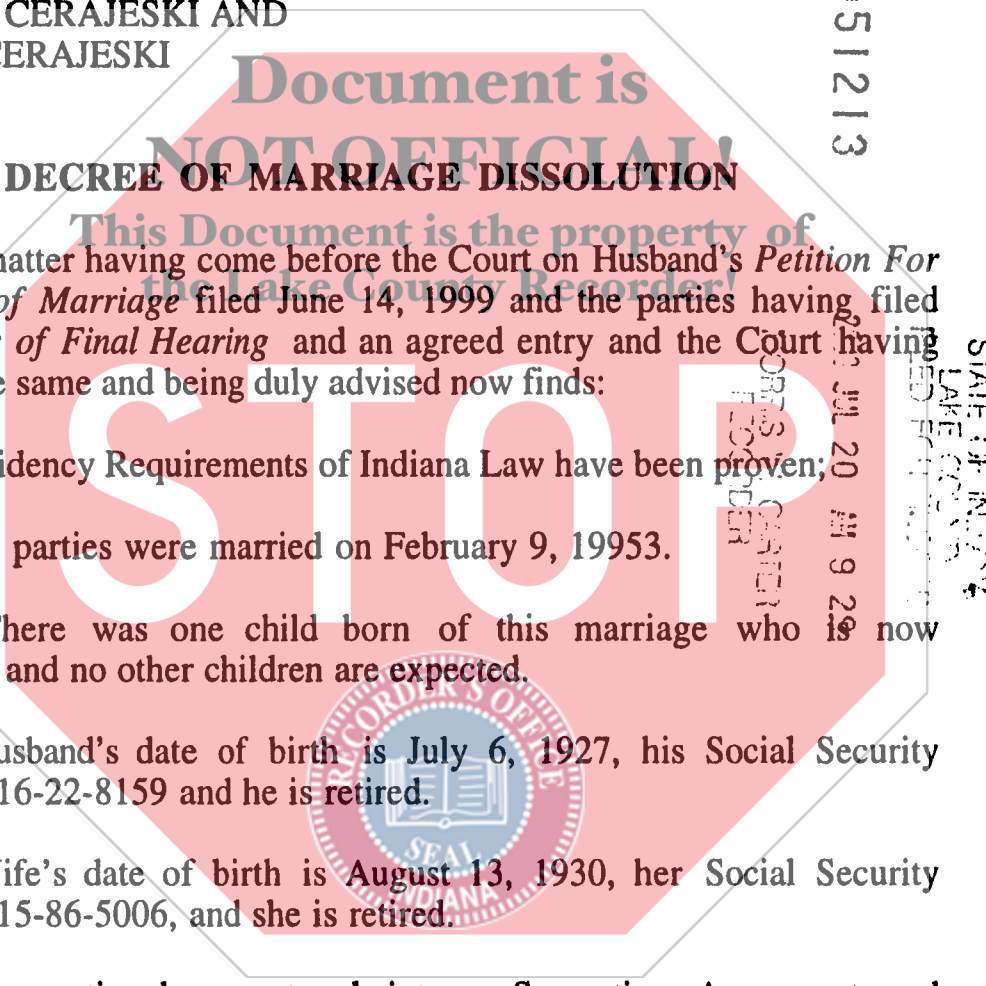
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IN RE THE MARRIAGE OF
WALTER J. CERAJESKI AND
TOMOKO CERAJESKI

DECREE OF MARRIAGE DISSOLUTION

This matter having come before the Court on Husband's *Petition For Dissolution of Marriage* filed June 14, 1999 and the parties having filed their *Waiver of Final Hearing* and an agreed entry and the Court having examined the same and being duly advised now finds:

1. Residency Requirements of Indiana Law have been proven;
2. The parties were married on February 9, 19953.
3. There was one child born of this marriage who is now emancipated and no other children are expected.
4. Husband's date of birth is July 6, 1927, his Social Security Number is 316-22-8159 and he is retired.
5. Wife's date of birth is August 13, 1930, her Social Security Number is 315-86-5006, and she is retired.
6. The parties have entered into a Separation Agreement and Property Settlement, dated June 18, 1999. The Court finds said agreement to be fair and reasonable, and that it resolves all issues relating to the dissolution of their marriage. Said agreement ~~should be approved and incorporated by reference into this Decree of Marriage Dissolution.~~
7. The marriage has suffered from an irretrievable breakdown, is without hope of reconciliation, and should be dissolved.



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IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED
AND DECREED by the Court:

1. The marriage of WALTER CERAJESKI AND TOMOKO
CERAJESKI is hereby dissolved.

2. The Separation Agreement and Property Settlement, entered into
by and between the parties, dated June 18, 1999, is hereby approved and
incorporated into this Decree of Marriage Dissolution. A copy of said
agreement is attached hereto, marked for identification as "Exhibit A" and
made a part of this decree. Key # 16-240-33

3. Walter and Tomoko are ordered to comply fully with the terms
of their agreement until further order of this Court, and to upon
presentation, execute any and all documents necessary to carry out the
intent of their agreement.

SO ORDERED THIS 24th DAY OF JUNE, 1999


KENNETH G. TODD, Judge Of The
Monroe Circuit Court III.

Distribute to:
Clerk
Fred H. Gregory for distribution

CERAJESKI V. CERAJESKI
CAUSE NO. 53C03-9906-DR-379
SEPARATION AGREEMENT and PROPERTY SETTLEMENT

THIS SEPARATION AND PROPERTY SETTLEMENT AGREEMENT (Agreement) by and Walter J. Cerajeski (Husband) and Tomoko Cerajeski, (Wife) arises from the following facts:

1. The parties were married on February 9, 1953, and Husband filed a *Petition For Dissolution Of Marriage* on June 14, 1999. Husband and Wife each executed a waiver of the sixty day period.
2. There was one child born of this marriage, who is now emancipated, and no other children are expected.
3. The parties do ~~not~~ own ~~any~~ real estate and have divided their personal property between them. Each states this division is fair and reasonable.
5. There are no joint charge cards or joint personal loans. Each agrees they should be solely responsible for their own debts.
6. Husband has a vested interest in a retirement plan and agrees that if he has not already done so, and if possible, he will execute any and all documents necessary to entitle Wife to receive survivor benefits in the event Husband predeceases Wife.
7. Husband and Wife have each made a full and complete disclosure as to their assets and liabilities and have negotiated this agreement in good faith.
8. This Agreement is expressly contingent upon the Court's approval of the same in its entirety and is to be submitted to the Court for approval, and if approved, is to be incorporated by reference into the Decree of Marriage Dissolution. This Agreement shall terminate in its entirety and would be of no further force or effect in the event (1) upon the death of Husband or Wife prior to the time the Court approves this Agreement or (2) should the Court not approve this Agreement, in whole or in part.

EXHIBIT A

9. Husband and Wife each agrees to and does hereby indemnify and shall save and hold the other harmless for all damages, losses, expenses, fees (including attorney fees), costs and other expenses incurred by reason of said party's violation or breach of any of the terms and conditions hereof.

10. Husband and Wife shall execute any and all documents necessary to carry out the terms and intent of this Agreement.

11. Husband and Wife each hereby warrants and represents to the other that from the date of this Agreement, neither shall charge nor incur, nor cause to be incurred, any liability or obligation based upon, or in reliance on, the credit or name of the other. All property acquired by either Walter or Tomoko from and after the date of this agreement shall be the sole and separate property of the person acquiring it.

12. 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. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

13. This Agreement constitutes the entire understanding and agreement of Husband and Wife. Each represents they have examined and read this Agreement and fully understand all of the contents of this Agreement and its legal effect, and that each deems this Agreement to be fair and equitable.

14. Paragraph captions have been used throughout this Agreement for convenience and reference only, and are not intended to, and shall not be used in any manner whatsoever, in the construction or interpretation of this Agreement or any provision hereof.

15. Husband and Wife have negotiated the provisions of this agreement in order to make full, final and complete settlement of all of their respective rights, obligations, claims and issues which may exist between them, arising out of or related to or in connection with their marriage.

16. Husband and Wife wish to amicably resolve the issues relating to the dissolution of their marriage and wish to submit their agreement to the court for approval and incorporation into the Decree of Marriage Dissolution.

17. Husband and Wife agree that their marriage has suffered from an irretrievable breakdown, is without hope of reconciliation, and should be dissolved.

NOW WISHING TO BE LEGALLY BOUND, and in consideration of the terms and conditions herein contained, Walter Cerajeski and Tomoko Cerajeski do hereby enter into the following Separation Agreement and Property Settlement.

1. Real Property: Walter shall be awarded the real estate, located at 3346 No Lake Park Avenue, Hobart, Lake County, IN 46342, subject to any and all expenses associated therewith and shall hold Tomoko harmless therefrom.

2. Personal Property: Each shall be awarded those items of personal property in their possession. Walter shall be awarded 1989 Jeep 1286 motor vehicle, subject to any and all expenses associated therewith, and shall hold Tomoko harmless therefrom.

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3. Retirement or Pension Plans: Husband shall be entitled to receive his entire retirement/pension benefits. Husband shall, if not already done so and if possible, execute any and all documents necessary to entitle Wife to receive survivor benefits in the event Husband predeceases Wife.

4. Debts: Each shall be solely responsible for any and all debts incurred in their sole name and shall hold the other harmless therefrom.

5. Property Acquired After Filing Date: Each shall be the sole and absolute owner of any property acquired after the date of the filing of the petition for dissolution of marriage.

I affirm under the penalties of perjury I have read the above agreement and that I fully understand the implications of each provision and have executed the same voluntarily.

Date: June 14, 1999

Walter J. Cerajeski
WALTER J. CERAJESKI, Husband

I affirm under the penalties of perjury I have read the above agreement and that I fully understand the implications of each provision and have executed the same voluntarily.

Date: June 18, 1999

NOT OFFICIAL!

This Document is the property of by
the Lake County Recorder's Office
TOMOKO CERAJESKI, Wife

Kathy Cerajeski
By: Kathy Cerajeski
Legal Guardian

APPROVED AS TO FORM:

Fred H. Gregory
FRED H. GREGORY
Attorney for Walter Cerajeski

