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SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT dated this	8_
BETWEEN:	8002
Richard Alan Swanson of the City of Lowell, Lake County in the State of Indiana	075769
	("Husband")

-and-

Margaret Ruth Swanson

of the City of Cown Point,

Lake County in the State of Indiana

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

("Wife")

BACKGROUND:

- 1. The Husband and Wife were lawfully married on May 5th, 1979, in Venango County of Indiana. Due to certain differences that have developed between the Husband and the Wife, they agree to live separate and apart from each other, subject to the terms and conditions in this Agreement.
- The Husband and Wife have made complete, fair and accurate disclosure to each other on all financial matters reflected in this Agreement.
- 3. The terms of this Agreement are intended to settle the matters addressed and may be incorporated into a final decree of divorce, unless specific matters are amended or addressed in a subsequent Separation Agreement.
- 4. The Husband and Wife have each consulted an attorney with regards to his or her legal rights arising out of the marital relationship.

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5. The Husband and Wife have each voluntarily entered into this Agreement and have not been forced by anyone to sign this Agreement, and both the Husband and the Wife confirm that they are in sound mental health.

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

LIVING SEPARATE AND APART

6. The Husband and Wife will, from the date of execution of this Agreement, live separate and apart from each other. Neither party will attend the other's home or work without invitation or approval.

CHILDREN

7. There are presently no minor children of the marriage. All children born to the marriage, or adopted by the parties, are adults over the age of majority, self-supporting and emancipated. Furthermore, the Wife is not now pregnant and the parties have not adopted any children.

SPOUSAL MAINTENANCE OF OFFICIAL!

8. Neither party claims entitlement to spousal maintenance at this time. Both parties waive any claim to spousal maintenance during the separation, regardless of the length of the period of separation.

PERSONAL PROPERTY

9. The parties acknowledge that they have agreed upon a division of all personal property, owned or possessed by them as marital property or separate property. The parties are in possession of all of those assets to which he or she is respectively entitled. Accordingly, neither makes any claim to any personal property in the possession of the other.

DEBTS

- 10. The parties agree that any indebtedness secured against, or attributable to, any item of property that either party is receiving under this Agreement will be the sole responsibility of the party who has claim to the particular property.
- 11. The parties agree to divide their marital debts as set out in this Agreement.

- (a) The Husband will assume the following debts and will not hold the Wife responsible to pay any portion of them, now or in the future:
 - None
- (b) The Wife will assume the following debts and will not hold the Husband responsible to pay any portion of them, now or in the future:
 - i None
- 12. Neither party will incur any further debt or liability on the other party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual party, regardless if the debt was incurred as a result of joint credit.

GENERAL PROVISIONS

- 13. The Husband and Wife will promptly sign and give to the other, all documents necessary to give effect to the terms of this Agreement.
- 14. This Agreement contains the entire agreement between the Husband and Wife about their relationship with each other. It replaces any earlier written or oral agreement between the parties.
- This Document is the property of

 15. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.
- 16. The Husband and Wife may only amend this Agreement in writing after both parties have obtained legal advice on the changes.
- 17. In the event that a dispute arises regarding this Agreement, the parties will try to resolve the matter through negotiation or mediation, prior to initiating a court action.
- 18. Notwithstanding that the parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.
- 19. This Agreement creates a fiduciary relationship between the parties in which each party

agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

- 20. The parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each terms of this Agreement.
- 21. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.
- 22. This Agreement will be binding upon and will enure to the benefit of the parties, their respective heirs, executors, administrators, and assigns.
- 23. If the Husband and Wife reconcile, the terms of this Agreement will remain in effect unless the parties revoke it in writing.
- 24. This Agreement may only be terminated or amended by the parties in writing signed by both of them.
- 25. The law of the State of Indiana will govern the interpretation of this agreement, and the status, ownership, and division of property between the parties wherever either or both of them may from time to time reside.



WITNESS OUR HANDS, ON THE DATES INDICATED.	
Nothern	
Richard Alan Swanson	
Date: 11/5/08	
Margaret Ruth Swanson	(dis
Date: //-15-CE	
ACKNOWLEDGMENT	
I, a Notary Public, within and for the County and State aforesaid, do cert day came before me, Alm Summer and Margaret R. Some well known whose names are signed to the foregoing agreement and so act their signatures on said agreement and that said Alm Summer and that said Alm Summer and so act their signatures on said agreement and that said Alm Summer and so act their signatures on said agreement and that said Alm Summer and so act their signatures on said agreement on their own free volition without force or duress by any party. Given my hand and seal this 5 May of November, Level Notary Public	knowledged and wills and
My Commission Expires:	
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