

IN THE CIRCUIT COURT OF NEWTON COUNTY, MISSOURI
AT NEOSHO

In re the marriage of:

RALPH L. JOHNSON,
Petitioner,

vs.

HELEN L. JOHNSON,
Respondent.

Case No. CV381-434DR

SEPARATION AGREEMENT

This agreement, made and entered into this 31st day of August, 1982, by and between Ralph L. Johnson, the Husband, and Helen L. Johnson, the Wife.

WHEREAS, Ralph L. Johnson, has heretofore filed a Petition For Dissolution Of Marriage in the Circuit Court of Newton County, Missouri at Neosho, Case No. CV381-434DR;

WHEREAS, the parties have agreed that there is no reasonable likelihood that the marriage can be preserved and, therefore, the marriage is irretrievably broken, and

WHEREAS, the parties acquired certain property during their marriage, described in this agreement, which they wish to make disposition in the event a Decree of Dissolution of Marriage is entered in the aforesaid mentioned proceeding and to settle all rights arising from and out of the marriage relationship, and

WHEREAS, all children born of the marriage are now emancipated and respondent Helen L. Johnson is not now pregnant; and

WHEREAS, petitioner, Ralph L. Johnson, is represented by Charles Buchanan, attorney at law, in this proceeding, and that the respondent, Helen L. Johnson, is represented by Doug Crandall, attorney at law; and,

WHEREAS, the parties have made a complete disclosure of all property and debts owned by either party separately or together; and

WHEREAS, the parties have considered the following factors with regard to the division of property:

- a. The contribution of each spouse to the acquisition of the marital property, including the contribution of a spouse as a homemaker;

- b. The value of the property set apart to each spouse;
- c. The economic circumstances of each spouse at the time the division of property is to become effective, including the desirability of awarding the family home or the right to live therein for reasonable periods of time to the spouse having custody of any child; and,
- d. The conduct of the parties during the marriage; all in accordance with Section 452.330, Revised Statutes of the State of Missouri.

NOW, THEREFORE, WITNESSETH:

1. The parties agree that the property of the parties acquired during the marriage, shall be divided in accordance with the Decree attached hereto and each party recommends to the Court that the Agreement be accepted by the Court.

2. The parties agree that each party is capable of supporting himself or herself and that neither party shall be awarded maintenance in this action. Both parties understand that if they do not request and seek maintenance in this action that they are forever barred from later receiving maintenance.

3. Each party agrees to execute any and all papers and documents necessary to carry out the terms of this agreement. Further, each party hereto has read and studied this Separation Agreement and has determined said Agreement to be fair and equitable. Further, the parties state that this agreement disposes of all property acquired by the parties during the marriage.

4. In consideration of the mutual acceptance of the foregoing provisions, each of the parties expressly release the other party of any and all rights of any nature or description whether provided by statute, common law, or otherwise, and further releases the property of the other upon the death of either party, and releases the said party and his or her estate from any right, title, interest, claim or obligation. It is the intention of the parties that all the rights and claims of each of the parties herein be released, except the right to force the various provision of this Agreement.

5. The parties agree that the introductory paragraph in the Decree concerning whether or not the parties personally appear at the hearing, may be modified, before presentation to the Court for the Judge's signature, to reflect the actual appearances of the parties at the hearing.

IN WITNESS WHEREOF, the parties have signed and executed and acknowledged this Agreement the day and year above set forth.

Ralph L. Johnson
RALPH L. JOHNSON

STATE OF MISSOURI)
COUNTY OF Norton) ss.

Ralph L. Johnson, of lawful age, upon his oath, states that he is the petitioner in the above Agreement and the facts stated therein are true according to his best knowledge and belief.

Subscribed and sworn to before me this 31st day of August, 1982.

[Signature]
Notary Public

My commission expires: Oct 23, 1982.

Helen L. Johnson
HELEN L. JOHNSON

STATE OF MISSOURI)
COUNTY OF Norton) ss.

Helen L. Johnson, of lawful age, being duly sworn on her oath states that she is the respondent in the above Agreement and that the facts stated therein are true according to her best knowledge and belief.

[Signature]
Notary Public

My commission expires: Oct 27, 1982.

RECORDED AT REQUEST OF
Crandall, Crawford & Crandall
BOOK 167 PAGE 174

82 DEC 17 AIO: 40

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI - RECORDER
FILE NO. 85992
FEE \$ 6.00