

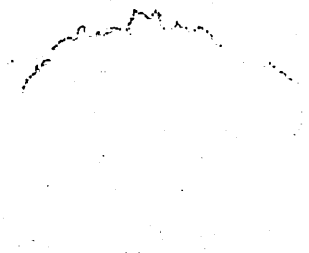
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KATHLEEN HAYWARD

STATE OF MAINE  
CUMBERLAND, ss.

Dated: 10/16, 2013

Personally appeared before me the above-named KATHLEEN HAYWARD and acknowledged this instrument to be her free act and deed.

 #4288  
Notary Public/Attorney at Law

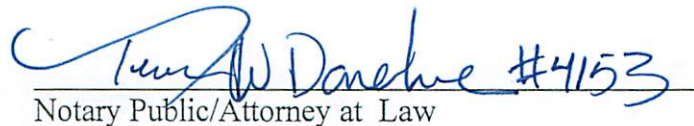
DATED: 10/16/13  
Diana Ellis

DIANA ELLIS

STATE OF MAINE  
CUMBERLAND, ss.

Dated: 10/16/13, 2013

Personally appeared before me the above-named DIANA ELLIS and acknowledged this instrument to be her free act and deed.

 #4153  
Notary Public/Attorney at Law

This Agreement shall be construed and governed in accordance with the laws of the State of Maine.

#### PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

#### BINDING EFFECT

Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, next of kin, personal representatives, executors, and administrators of the parties.

#### INTERFERENCE

Neither Diana nor Kathleen shall molest or interfere with the other in his or her respective liberties, conduct or actions, and each shall be free from interference, authority or control, direct or indirect, of the other.

#### GENERAL RELEASE

Expressly conditional upon compliance with this Agreement and upon approval by a court of competent jurisdiction, each party shall be fully released by the other, and each party does fully release the other, from any and all obligations for alimony, support and maintenance, tort claims or any other civil claim against each other except as provided herein, and each accepts the provisions herein in full and complete satisfaction of all obligations for alimony support or maintenance, or otherwise arising out of the marital relationship of the parties. Expressly conditional upon compliance with this agreement and court approval as aforesaid, each party further releases any rights or claims in the earning, accumulations, interest in trust, money, securities and property, real personal or mixed, of the other, arising out of the marital relationship, excepting as provided for in this Agreement. This is a general release of claims made to include any claims the parties may have against each other pursuant to Henrikson v. Cameron, 622 A.2d 1135 (Me. 1992).

#### INCORPORATION

It is understood and agreed that the terms of this Agreement may be incorporated in any Decree of Divorce which may be obtained by either party, but notwithstanding such incorporation, this Agreement shall not be merged in such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties as an enforceable and independent contract between them.

DATED: 10/16/13





### SEPARATE COUNSEL

Each party herein declares that she has had an opportunity to obtain independent legal advice by counsel of her own selection; that each fully understands the facts and is fully informed of all legal rights and liabilities; and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable; that consent to the execution of this Agreement was not obtained by duress, fraud or undue influence of any persons; and that each signs this Agreement freely and voluntarily.

### DISPUTE RESOLUTION

In the event of unresolved disagreement or dispute, both parents agree to enlist the services of a mediator/consultant or other mutually agreed upon professional. The cost of the mediator's services shall be split between the parties in such percentages as are determined to be fair and reasonable by the mediator. All issues, other than those deriving from an emergency, shall be submitted to this professional before any motions are filed with the court. The parties shall confer, negotiate and or mediate, as the case may be, in good faith. This professional may make recommendations to the parties, but shall not be called as a witness by either party.

### ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

### ADDITIONAL DOCUMENTS

Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party, any and all further instruments which may be reasonably required to give full force and effect to the provisions of this Agreement. If either party shall fail to comply with the provisions of the paragraph, this Agreement shall constitute an actual assignment, and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

### MODIFICATION AND WAIVER

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 upon strict performance of any of the provisions of this Agreement and shall not be construed as a waiver of any subsequent default of the same or similar nature.

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(c) Bayliner Ciera: The Bayliner Ciera power cruiser currently at the Reo Boat Yard in South Portland, Maine is set apart to Kathleen. Kathleen shall assume, pay and hold Diana harmless from all indebtedness or other expenses associated with the boat awarded to her.

(d) Pontoon Dingy and Motor: The Pontoon Dingy and Motor currently in storage is set apart to Kathleen. Kathleen shall assume, pay and hold Diana harmless from all indebtedness or other expenses associated with the pontoon dingy and motor awarded to her.

2. Bank Accounts: The parties' agree that all bank accounts have been equitably divided between them.

3. Individual Retirement Accounts and Retirement Plans. The parties' agree that Diana's 401k through T Rowe Price shall be split equally between the parties. If there is a cost for a rollover of Kathleen's portion, or for preparation of a QDRO, Kathleen shall be responsible for the cost.

4. The 2013 tax returns will be filed Jointly. Any tax penalties relating to the withdrawal of funds to pay off the mortgage for the Dedham property will be split 50/50. ←

5. It will be Kathleen's responsibility to complete the 2011 and 2012 tax returns. Any tax refunds will be split 50/50. ←

### DEBTS

1. Parties' agree that they both will be responsible for paying off the balance of the Bank of America Visa Card ending in 3343. Each party shall contribute \$108 per month until the balance is paid and at which time the Visa account will be cancelled.
2. Kathleen shall assume full responsibility of any and all student loans currently held by her. Kathleen shall assume, pay and hold Diana harmless from all indebtedness or other expenses associated with any student loans.
3. Each party shall pay and hold the other harmless from all other indebtedness standing in the name of each party.

### SPOUSAL SUPPORT

No award of spousal support is made to either party and all such claims are forever waived.



payment is due from the Purchaser on August 9, 2015. The monthly mortgage payments in the amount of \$1,154.00 are currently being divided with Diana receiving 45% and Kathleen receiving 55%. Upon receipt of the balloon payment, Diana will receive 45% and Kathleen will receive 55%.

### 1239/1241 Congress Street, Portland Maine

The parties are joint tenants parcel of realty known as 1239/1241 Congress Street, Portland, Maine, and more particularly described at Book 19885 Page 279 of the Cumberland County Registry of Deeds. The parties agree that the current equity in the Congress Street Property is \$48,000.00. The property shall be set aside as Diana's separate property. Diana shall assume sole and exclusive possession of the home and bear responsibility for all outstanding debt, taxes, insurance and all other costs associated with the real property and shall indemnify and hold Kathleen harmless against any responsibility for same.

Diana shall refinance to remove Kathleen's name from the Congress Street mortgage if possible prior to the balloon pay off of Lucerne.

Per Kathleen and Diana's agreement; Diana shall pay to Kathleen \$24,000.00 at the time of the balloon payment from Lucerne on August 9, 2015.

Diana shall be responsible for the preparation and recording of an Abstract of Divorce Judgment in the Cumberland County Registry of Deeds and Hancock Registry of Deeds.

### **PERSONAL PROPERTY**

The parties make the following disposition and settlement with respect to their personal property:

1. Tangible Personal Property: The parties agree that the following personal property owned by them, together with any insurance presently thereon, shall be divided as follows:

(a) Automobiles: The 2005 Hyundai XG350L automobile is set apart to Diana as her sole and separate property. The 2007 Hyundai Azera is set apart to Kathleen as her sole and separate property. Each party shall assume, pay and hold the other harmless from all indebtedness or other expenses associated with the vehicle awarded to her.

(b) Household furnishings: Diana and Kathleen agree that all household furnishings, art, jewelry and antiques has been equitably divided between them. Each releases to the other claims of right, title or interest each has or may have in the property given to the other with the exception of the items listed herein.

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## MARITAL SETTLEMENT AGREEMENT

This agreement entered into this 16 day of <sup>October</sup> ~~September~~, 2013 by and between DIANA L. ELLIS (hereafter referred to as "Diana") of Portland, Maine and KATHLEEN B. HAYWARD (hereafter referred to as "Kathleen") of Portland, Maine.

### WITNESSETH:

WHEREAS, the parties prior hereto have separated and are living apart from each other; and

WHEREAS, an action for divorce was instituted by Diana against Kathleen in the Portland District Court; and

WHEREAS, attempts at reconciliation have failed and the parties have determined that they no longer can continue their marital relationship; and

WHEREAS, it is the desire of the parties to resolve all issues of marital and non-marital property, alimony, and any other legal rights arising out of their marital relationship; and

WHEREAS, the parties warrant that each has made full disclosure to the other of all properties, assets and liabilities as of this date, and of all income derived from said properties and all other sources; and that each party enters into this Agreement freely, upon mature consideration and having had the opportunity for counsel of their choosing to review the agreement and each believes it to be fair; and

WHEREAS, the parties execute this Agreement in accordance with Chapter 29 of Title 19-A M.R.S. and with the intent that its terms are binding and enforceable from this date;

NOW THEREFORE, in consideration of the mutual covenants of the parties herein, it is agreed between the parties that all spousal and property rights under 19-A M.R.S. Secs. 1651 *et seq.*, 951, 952, 953 shall be in accordance with the provisions of the Marital Settlement Agreement set forth below:

### REAL PROPERTY

#### 10 Whitlow Way, Dedham, Maine

The parcel of realty known as 10 Whitlow Way, Dedham, Maine, and more particularly described at Book 6091 Page 88 of the Hancock County Registry of Deeds was sold on August 8, 2013 for \$225,000 to Kathy Wood with Diana and Kathleen assuming a two-year mortgage, particularly described at Book 6091 Page 88. A balloon