

Betty Lou Freed,  
vs. #170,599  
Allan J. Freed.

This cause came on for hearing this day on the petition of the plaintiff and the evidence. The Court finds that the defendant was duly served by personal service as required by law and is in default of answer or other pleadings, and finds that the allegations in said petition are confessed by him to be true. The Court finds that the plaintiff at the time of filing her petition had had a bona fide residence in the State of Ohio for more than one year last past and a bona fide residence in the County of Summit for more than thirty days prior to filing her petition for divorce, and that the court has jurisdiction of the cause of action and of the parties; that the parties hereto were married as set forth in said petition and that two minor children were born as the issue of said marriage, to-wit: Alana Freed, four years of age, and

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Lance Freed, two years of age. The Court finds from the evidence that the defendant has been guilty of gross neglect of duty and extreme cruelty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. The Court further finds from the evidence that the parties hereto have entered into a Separation Agreement dated October, 1948, with the advice of their respective counsel, for the support of their minor children and alimony for the plaintiff and other matters. The Court finds that said agreement is fair and reasonable and it is hereby made a part of the Court's decree. It is, therefore, hereby ORDERED, ADJUDGED AND DECREED that the plaintiff be and is hereby granted an absolute divorce from the defendant, and the marriage contract heretofore existing between the parties be and the same is hereby dissolved and both parties are released from all of the obligations thereof except as set forth herein. It is further ORDERED, ADJUDGED AND DECREED that the plaintiff shall have the sole and exclusive custody of said minor children, the defendant having the right of visitation; the defendant shall pay for the support of said minor children and alimony to the wife and further provide for their security by way of insurance, as set forth in said Separation Agreement. The Court further finds that the defendant has not paid the plaintiff the Two Hundred Fifty Dollars (\$250.00) for the additional lump sum alimony, and judgment is hereby given to the plaintiff and against the defendant for said amount. The Court further finds that the policies of insurance referred to in said separation agreement have not been delivered to the plaintiff, and the defendant is hereby ordered to make delivery of said policies to plaintiff on or before September 1, 1949. It is further ORDERED, ADJUDGED AND DECREED that all duties, obligations, responsibilities and orders placed upon the parties by the terms of said separation agreement are hereby made the order of this Court. Said Agreement is as follows:

"SEPARATION AGREEMENT:

THIS AGREEMENT made at Akron, Ohio, this \_\_\_ day of October, 1948, by and between BETTY LOU FREED and ALLAN J. FREED, wife and husband, WITNESSETH THAT:

WHEREAS differences have arisen between the parties and in consequence whereof they have agreed upon an immediate separation and do hereby agree to live separate and apart during the remainder of their natural lives, and

WHEREAS, the parties desire to settle and adjust all differences between them which relate to the support of the said Betty Lou Freed and Alana Freed, a minor three years of age and Lance Freed, a minor one year of age, the minor children of the parties hereto, property division, alimony and all other matters, rights and duties arising out of the marital relationship,

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained and all other good and valuable considerations each to the other passing, it is hereby agreed as follows:

FIRST: Each party is to have his or her own personal belongings free and clear of all claim or interest of the other party.

SECOND: Betty Lou Freed is to have the sole and exclusive custody, education, care and control of the minor children of the parties hereto, namely, Alana Freed and Lance Freed, during said children's minority provided, however, that the said Allan J. Freed shall have the privilege of visiting with said children at all reasonable times as said parties shall from time to time agree and as said children become older, the said Allan J. Freed shall have the privilege to take said children with him for a reasonable period during the summer vacations and holiday periods.

THIRD: Allen J. Freed is to pay to Betty Lou Freed the sum of One Hundred Fifty Dollars (\$150.00) per month for the support of said minor children during the remainder of such children's minority or until such children become fully emancipated. Said amount shall be reduced Seventy-five Dollars (\$75.00) per

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month when either of said children arrives at the age of majority or becomes fully emancipated. Said payments are to commence on the 1st day of February, 1949, and shall be made on or about the first day of each and every month thereafter.

FOURTH: Allan J. Freed is to pay to Betty Lou Freed the sum of One Hundred Dollars (\$100.00) per month so long as she remains unmarried. Said payments are to commence on or about the first day of February, 1949, and are to be made on or about the first day of each and every month thereafter. In addition to the above, the said Allan J. Freed is to pay over to the said Betty Lou Freed the sum of Two Hundred Fifty Dollars (\$250.00) in cash upon the signing of this Agreement as and for a lump sum alimony award and further assumes and agrees to pay all indebtedness created by Betty Lou Freed to the date of the signing of this Agreement.

FIFTH: Allan J. Freed further promises and agrees that he will carry all of the life insurance which he now has upon his life or if for any reason said amount is cancelled, he will substitute a like amount for said amount which has been cancelled or reduced. The said Allan J. Freed shall name Alana Freed beneficiary of one policy of insurance in the amount of Five Thousand Dollars (\$5000.00) and Lance Freed the beneficiary of another policy in the amount of Five Thousand Dollars (\$5,000.00) and Betty Lou Freed the beneficiary of a like amount of Five Thousand Dollars (\$5,000.00) and it is further agreed that said beneficiaries shall not be revoked except as hereinafter provided. The purpose of said policies is to provide and secure for said children a college education and for Betty Lou Freed reasonable security during the remainder of her unmarried life. In the event that Betty Lou Freed should remarry, Allan J. Freed in that event shall have the right to change the beneficiary from Betty Lou Freed to whomsoever he may desire. Allan J. Freed further agrees to deliver all policies of insurance herein described to Betty Lou Freed, who shall keep the same for the benefit of Alana Fred and Lance Freed. It is further agreed that in the event that either of said minor children of the parties should die, that Allan J. Freed shall have the right to change the beneficiary of said policy or policies and Betty Lou Freed agrees under such circumstances to deliver said policy or policies to him.

SIXTH: The said Betty Lou Freed for the consideration aforesaid and in consideration of the agreements of the said Allan J. Freed herein contained, does hereby covenant and agree that she will not in any manner incur or contract any debts on the credit of said Allan J. Freed after February 1, 1949, and will not incur any liabilities on his behalf and that in case an action for divorce should hereafter be instituted by either party hereto, she will not seek or apply for any allowance for counsel fees, expense of suit or any alimony, either temporary or permanent except as hereinabove provided and the agreements above contained shall be in lieu of and in full satisfaction of any and all claims for alimony, property division, dower, inheritance, support, distribution or otherwise which she may have or might hereafter have against the said Allan J. Freed by reason of their relationship as husband and wife or otherwise. It is the desire of each of said parties to hereby release and forever discharge the other from all obligations of support and other obligations arising out of the marriage relationship other than herein provided.

SEVENTH: In the event a divorce action is filed by the parties hereto, the provisions of this agreement shall be submitted to the Court for its consideration in the event that the Court finds said agreement to be fair and reasonable, the same shall be incorporated into and made a part of the Court's Order in the event a divorce is granted.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above written.

IN THE PRESENCE OF:

(s) Hugh Colopy  
(s) Wm. D. Held

(s) Betty Lou Freed  
(s) Alan J. Freed

AND IT IS SO ORDERED. NO RECORD. APPROVED:

Hugh Colopy, Attorney for Plaintiff.  
Wm. D. Held, Attorney for Defendant.

RAY B. WATERS, JUDGE.

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Chester Abood,  
vs. #171,249  
The Commonwealth Life  
Insurance Co., ET AL.

Plaintiff is given fifteen (15) days leave to file his  
Amended Petition.

S.F. Franko, Atty. for Pltf.

CLAUDE V. D. EMMONS, JUDGE.

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