

claims, demands, rights, interests, and allowances whatsoever in and to the property of the other now owned or hereafter acquired, or estate of the other party, all of which claims, demands, rights, interests and allowances whatsoever each party thereto hereby releases and discharges.

FOURTH: It is further agreed by and between the parties that the terms and conditions of this Separation Agreement are to be, and, are deemed both a temporary alimony and permanent alimony division to which the said Wife may be entitled under the laws and is also intended and deemed to be a division of property and permanent alimony to which each would be entitled in any action in law or equity.

FIFTH: It is further agreed between the parties that in the event a divorce is procured, that this Separation Agreement shall be submitted to the Court as a binding contractual agreement between the parties, and if the same is found to be reasonable and acceptable by the Court, the same shall be incorporated and made a part of the Journal Entry in said divorce action, both as an order and decree of said Court and as a contract by and between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

IN THE PRESENCE OF:

Mrs. Tom Byles Jr

Gail Ann Latessa
GAIL ANN LATESSA "Wife"

Gloria A. Malone

[Redacted] Latessa
[Redacted] LATESSA "Husband"

October 11, 20 07
This is a true copy of the original Judgment
Entry Filed in Case No. 741543
By Anthony Vivo, Clerk of Court
Nancy Deputy Clerk