

PLAINTIFF'S EXB. I

SEPARATION AGREEMENT  
DATED: May 22, 1973

THIS AGREEMENT made this 22<sup>nd</sup> day of May 1973,  
between JOSEPH E. SURLAK, hereinafter called the Husband, and  
ELLEN P. SURLAK, hereinafter called the Wife:

W I T N E S S E T H :

WHEREAS the parties hereto are husband and wife having  
been married on the 19th day of September, 1959, in Yonkers,  
New York; and

WHEREAS there are two children of said marriage, namely:

Linda Surlak                      Born 3/8/60  
Robert Surlak                     3/7/61

and

WHEREAS certain differences and disagreements have  
arisen between the husband and wife in consequence of which they  
are unable to live together as man and wife; and

WHEREAS they have heretofore separated and are now  
living separate and apart from each other and desire to adjust by  
mutual agreement their respective property rights;

NOW, THEREFORE, in consideration of the mutual promises  
and agreements and covenants herein contained, the parties hereto  
hereby covenant, promise and agree with each other as follows:

FIRST: It shall be lawful for the husband and wife to  
live separate and apart from each other as if each were sole and  
unmarried and free from any control, restraint or interference,  
direct or indirect, of each other. Likewise, it shall be lawful  
for each at all times hereinafter to live separate and apart fro,  
each other at such place or places as each may from time to time  
choose or deem fit.

SECOND: Neither of the parties shall molest or annoy  
the other, or compel or endeavor to compel the other to cohabit or  
dwell with him or her by any legal or other proceeding sodigned  
to bring about restoration of conjugal rights or otherwise.

EX "J"

71

THIRD: The Wife shall and does accept the provisions herein made by her in full satisfaction of all her rights therein, and the Wife hereby covenants and agrees that she will not at any time hereafter contract any debt or debts, charges or liabilities whatsoever for which the husband or his property or his estate shall or may be or become liable or answerable on an after the date of this agreement; the wife further covenants and agrees that at all times in and after the date of this agreement, she will save the husband free and harmless and indemnified from any and all debts and liabilities which she may incur or disburse after the date of this agreement.

FOURTH: In the event that a temporary or interlocutory of final judgment, order of decree of divorce shall be rendered in any action or proceeding between the parties hereto, such judgment, decree or order shall make no provision for the maintenance of the wife except according to the terms of this agreement, and such portions of this agreement as relate to maintenance of the wife shall be embodied, however, that no insertion or provision in any such judgment, decree or order shall affect or in any way alter the terms and conditions of this agreement; and this agreement shall survive any such judgment, decree or order.

FIFTH: Each party hereby releases all of his or her interest in or to his or her right or claim to the separate estate of the other, including real or personal property, and each of the parties hereto shall have the right to dispose of his or her property by Last Will and Testament or otherwise, and each agrees that the estate of the other, shall, subject to all debts and engagements go and belong to the persons named in such Will, or in the case of intestacy to the person or persons who will be entitled thereto, but not including the Husband or wife, each waiving any right of election under the New York State Decedent Estate Law or otherwise, to take against such Will of the other,

72

and each of the parties hereto agrees to permit such Will of the other to be probated and to allow Letters Testamentary or of Administration to be applied for and issued to the person or persons who will be entitled thereto, but not including the husband or wife.

SIXTH: This agreement shall not be modified or annulled by the parties hereto except by written instrument signed sealed and acknowledged. The failure of either party to insist upon a strict performance of any of the provisions herein contained shall not be deemed a waiver of the right to insist upon a strict performance of such provision or provisions at any other time whatsoever.

SEVENTH: The covenants and agreements herein contained shall bind the parties hereto and their respective heirs, executors, administrators and assigns.

EIGHTH: The wife herein represents that she is in good health and is not pregnant,

NINTH: The husband agrees to pay to the wife for the support and alimony the sum of Six Hundred (\$600.00) Dollars per month, recognizing that his income presently prevent him from paying more.

TENTH: The husband agrees he will make his present life insurance policy to the benefit of his children as irrevocable beneficiaries, to cover the future education of said children.

The Husband agrees to maintain appropriate Blue Cross, Blue Shield and Major Medical, and dental coverages to cover wife and children.

ELEVENTH: The wife shall have the full and complete care, custody and control of the children of said marriage, and full and sole possession and use of the marital domicile at 115 Bennett Ave. Yonkers, New York. However, the husband shall have reasonable and liberal rights of visitation with the children, and rather than set

forth in this agreement the details and times when he may see them, it is understood and agreed that if the parties herein cannot agree as to visitation, then the question of visitation shall be submitted to that Court having jurisdiction of such matters in the county where said children reside.

TWELFTH: Each of the parties hereto has had the opportunity offered to them to obtain separate legal counsel, and each has read this agreement and understands the contents of same and each has signed same voluntarily as they agree that the terms of said agreement are fair, reasonable and equitable.

IN WITNESS WHEREOF, The parties have hereunto subscribed their names and affixed their seals the day and year first above written.

IN PRESENCE OF:

\_\_\_\_\_  
JOSEPH E. SURLAK

\_\_\_\_\_  
ELLEN P. SURLAK

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss.:

On this 22<sup>nd</sup> day of May, 1973, before me personally appeared JOSEPH E. SURLAK to me known and known to me to be one of the persons described in the foregoing instrument, and he duly acknowledged to me that he executed same.



ANDREW P. O'ROURKE  
Notary Public, State of New York  
No. 60-29/3635  
Qualified in Westchester County  
Commission Expires March 30, 1974

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss.:

On this 22<sup>nd</sup> day of May, 1973, before me personally appeared ELLEN P. SURLAK to me known and known to me to be one of the persons described in the foregoing instrument, and she duly acknowledged to me that she executed same.



ANDREW P. O'ROURKE  
Notary Public, State of New York  
No. 60-29/3635  
Qualified in Westchester County  
Commission Expires March 30, 1975