

FILED

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Rebecca K. Kaye  
(OH Reg. 0019727)  
Attorney for Plaintiff  
Lori Frantzve

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
HAMILTON COUNTY, OHIO

DR9802048

LORI FRANTZVE,  
1317 Observatory Drive  
Cincinnati, Ohio 45208  
SS#: [REDACTED]  
DOB: 4/5/50

Case No. \_\_\_\_\_

*J*  
**FILED**

Plaintiff,

-v-

**COMPLAINT FOR DIVORCE**

KENT FRANTZVE,  
17007 North Pinion Lane  
Sun City, Arizona 85273  
SS#: [REDACTED]  
DOB: 2/16/49

Defendant.

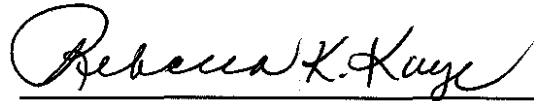
ORIG. COMP, PARTIES, SUMMONS		
<input checked="" type="checkbox"/> CERT MAIL	<input type="checkbox"/> SHERIFF	<input type="checkbox"/> WAVE
<input type="checkbox"/> PROCESS SERVER	<input type="checkbox"/> NONE	
CLERKS FEES _____	TIC _____	
SECURITY FOR COST _____	_____	
DEPOSITED BY _____	_____	
FILING CODE _____	_____	

Now comes the Plaintiff, Lori Frantzve, and states as follows:

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing this Complaint.
2. The parties were married on November 20, 1995, in Marblehead, Massachusetts.
3. There are two (2) children born the issue of this marriage, namely: Erika L. Frantzve, born November 22, 1988, and Tonya L. Seigrist, born December 5, 1969, emancipated.
4. Plaintiff states that there are irreconcilable differences within the marriage and the parties are incompatible.

**WHEREFORE**, Plaintiff requests that she be granted a divorce from the Defendant; be designated residential parent of the minor child; support for said minor child; spousal support; an equitable division of property; court costs; attorney fees; and such other and further relief to which she may be entitled.

Respectfully submitted,



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Rebecca K. Kaye  
(OH Reg. 0019727)  
Attorney for Plaintiff  
2525 Kroger Building  
1014 Vine Street  
Cincinnati, Ohio 45202  
(513) 784-1532

DR9802048

## SEPARATION AGREEMENT

This Agreement is made and entered into at Cincinnati, Hamilton County, Ohio, by and between Lori A. Frantzve, hereinafter referred to as Wife, and Kent R. Frantzve, hereinafter referred to as Husband.

### RECITALS

This Agreement is made with reference to the following facts:

1. The parties were married on November 7, 1982 in Marblehead, Massachusetts, and have been and still are Husband and Wife.

2. There is one (1) child born issue of said marriage, namely: Erika Frantzve born November 22, 1988.

3. Unreconcilable differences have arisen between the parties, rendering it impossible for them to live together as Husband and Wife, and the parties are now living separate and apart.

4. As the result of the separation of the parties, it is their desire by this Agreement to settle their property rights and all controversies that may exist between them arising out of their marriage.

NOW, THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in this Agreement, Husband and Wife agree as follows:

**ARTICLE A - SEPARATION OF THE PARTIES**

1. The parties shall live separate and apart and each shall be free from interference, harassment, authority and control by the other as if unmarried, and neither shall annoy or interfere with the other in any manner whatsoever.

**ARTICLE B - ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES OF THE MINOR CHILD**

1. All matters relating to the allocation of parental rights, residency, visitation and support of the parties' minor child, Erika Frantzve, are fully set forth in the Plan and Agreement of Shared Parenting, executed by the parties, which terms are incorporated as if fully restated herein.

**ARTICLE C - SPOUSAL SUPPORT**

1. The parties agree that the Wife may be entitled to spousal support and maintenance, however, at this time the Husband is unemployed and unable to make any such payments. Consequently the parties hereby reserve to the Court for a period of five years from the date of this agreement, jurisdiction to review, consider and order maintenance if appropriate, and upon motion of one of the parties.

**ARTICLE D - REAL ESTATE**

1. The real property of the parties located at 1317 Observatory Drive, Cincinnati, Ohio shall be sold and the net

proceeds divided equally. Net proceeds shall be defined to include all the costs of sale, realtor fees and the repayment of \$20,000.00 advanced by the Wife's business to prepare the property for sale.

2. The parties agree that the house should be rented to a tenant until it is sold. All income produced from said rentals shall be applied toward the outstanding mortgage balance on the real property.

3. Each party recognizes and agrees that Court proceedings can be a long and laborious process. Should either party wish to purchase real estate before a full and final divorce decree is issued by the Court, each party hereby waives any and all right, title, interest, dower or courtesy they have, or may have in the future, in the other's property, now or hereafter acquired. Each party has the right to and shall be able to purchase real estate without any claim from the other party as to right, title, interest, dower or courtesy, or any interest whatsoever, in any future acquired real estate.

#### **ARTICLE E - WAIVER OF CLAIM AGAINST ESTATE**

Husband and Wife waive all rights of inheritance in the estate of the other, any right to elect to take against the will of the other, and the right to act as executor or administrator of the other's estate; and each party releases any and all rights or claims to a distributive share, allowance for twelve month's support, right to reside in the mansion house, and all rights as widow, widower, heir, distributee, survivor or next of kin in or to

the estate of the other.

#### ARTICLE F - PERSONAL PROPERTY

1. Except as otherwise expressly agreed in writing, Husband and Wife have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances; and all such personal property whether acquired before, during the marriage or during any period of separation, shall be and remain the sole property of the party who has possession, free and clear of any claim on the part of the other.

2. Each party shall be restored their non marital property free and clear of any claims of the other and the parties have agreed as to which property is non-marital and each will sign any document which may become necessary to insure clear title in the other party.

#### ARTICLE G - SAVINGS AND CHECKING ACCOUNTS

1. The parties agree that any checking and savings accounts currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.

2. The parties agree that any jointly held checking and savings accounts shall be distributed equally.

#### ARTICLE H - PENSION AND RETIREMENT BENEFITS

1. Husband and Wife shall retain as their respective sole

and exclusive property any and all retirement or other employment benefit programs in which he or she is a participant with their employer and Wife and Husband respectively hereby convey any and all of their interest in such benefits to the other party.

#### ARTICLE I - TAX RETURNS

1. All income tax refunds for the previous year have been received and distributed to the mutual satisfaction of the parties.

#### ARTICLE J - INSURANCE

1. Each party shall retain and have exclusive ownership and control of all insurance policies upon their respective lives free of any claim of the other. Each hereby conveys any interest which he or she might have in the other's policy and thereby divests himself or herself of any and all rights or claims to said policy.

#### ARTICLE K - LIABILITIES

1. Each party agrees to assume and hold the other harmless from any and all outstanding debts incurred by each respective party after July 30, 1995.

2. The parties acknowledge that at this time there is no marital debt other than the mortgage on the real property and that they have made arrangements for the payment of the mortgage from the sale of the house.

3. Neither party will hereinafter incur any debts or obligations upon the credit of the other and each shall indemnify

and save harmless the other from any debt or obligation so incurred.

#### ARTICLE L - LEGAL FEES

1. Each party shall be responsible for his or her own legal expenses incurred in the obtaining of a Dissolution of Marriage or Decree of Divorce, and shall equally divide court costs.

#### ARTICLE M - IMPLEMENTATION OF AGREEMENT

1. Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this Agreement shall constitute and operate as such properly executed document and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept this Agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

#### ARTICLE N - INCORPORATION INTO DECREE

1. This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in divorce with the request that it be adjudicated to be fair, just and proper and thus it be adopted by said court as a part of the order of said court in the final decree entered in said proceeding.

2. If any court should decree some portion of this Agreement to be invalid, such decree shall in no way affect the validity of

its remaining provisions and the remaining provisions shall continue to be binding between them.

#### ARTICLE O - COMPLETE AGREEMENT

1. Each party does hereby release and discharge the other from all other claims, rights and duties arising out of said marital relationship and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament. Each party is by these presents barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance for year's support, right to remain the mansion house, all rights and claims as widow, widower, heir, distributee, survivor or next of kin and all other whether real or personal, or whether now owned or hereafter acquired which may in any manner arise or occur by virtue of said marriage.

#### ARTICLE P - MODIFICATIONS 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 as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

ARTICLE Q - ACKNOWLEDGMENT

1. Each party fully understands all of the terms of this Agreement and the terms represent and constitute the entire understanding between them. Each party has read this Agreement and finds it to be in accordance with his or her understanding, and each voluntarily executes this Agreement and affixes his or her signature in the presence of the witnesses indicated below.


ARTICLE R - ATTORNEY WAIVER

1. Kent R. Frantzve, having been informed that Rebecca K. Kaye is acting as counsel for Lori A. Frantzve and advised of his rights to have an attorney represent him in the matter, hereby, with full knowledge of all assets and liabilities in the marriage, specifically waives his right to an attorney herein and requests Rebecca K. Kaye, Attorney at Law, to proceed having communicated such waiver.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Lori A. Frantzve

Kent R. Frantzve  
Kent R. Frantzve

STATE OF OHIO :  
COUNTY OF HAMILTON : SS:  
:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1996, before me, the subscriber, a Notary Public in and for said County, personally came Lori A. Frantzve and acknowledged the signing hereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal this day and year aforesaid.

\_\_\_\_\_  
Notary Public - State of Ohio

STATE OF OHIO :  
COUNTY OF HAMILTON : SS:  
:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me, the subscriber, a Notary Public in and for said County, personally came Kent R. Frantzve and acknowledged the signing hereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal this day and year aforesaid.

\_\_\_\_\_  
Notary Public - State of Ohio

Rebecca K. Kaye  
(OH Reg. 0019727)  
Attorney for Plaintiff  
Lori Frantzve

**COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
HAMILTON COUNTY, OHIO**

DR9802048

**LORI A. FRANTZVE**  
SS# [REDACTED]  
DOB 4/5/50

Plaintiff

V

**KENT R. FRANTZVE**  
SS# [REDACTED]  
DOB 2/16/48

Defendant


CASE NO. \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
JUDGE \_\_\_\_\_

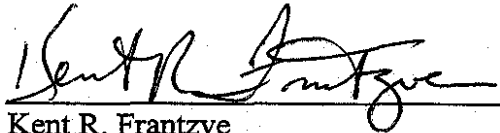
**AMENDMENT TO SEPARATION  
AGREEMENT**

**NOW COME THE PARTIES**, and agree to modify paragraph 5 of the  
**Separation Agreement** regarding real property as follows:

1. The real property of the parties has been sold and the proceeds distributed to the satisfaction of the parties.
2. The Husband shall transfer to the Wife all interest in the timeshare known as Farifield Glade, RCI membership, and Wife will be solely responsible for the costs related to that timeshare.

Dated: 4-10-98

  
Lori A. Frantzve

  
Kent R. Frantzve