LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT dated this 20th of May, 2011

BETWEEN:

Matthew Ryan Scott
of Des Moines,
Polk County
in the State of Iowa
("Husband")

-and-

Shayla Rawnene Scott
of Des Moines,
Polk County
in the State of Iowa
("Wife")

BACKGROUND:

1. The Husband and Wife were lawfully married on December 29th, 2008, in Des Moines, County of Polk, Iowa. Due to certain differences that have developed between the Husband and the Wife, they agree to live separate and apart from each other, subject to the terms and conditions in this Agreement.
2. The Husband and Wife have made complete, fair and accurate disclosure to each other on all financial matters reflected in this Agreement.
3. The terms of this Agreement are intended to settle the matters addressed and may be incorporated into a final decree of divorce, unless specific matters are amended or addressed in a subsequent Separation Agreement.
4. The Husband and Wife have each voluntarily entered into this Agreement and have not been forced by anyone to sign this Agreement, and both the Husband and the Wife confirm that they are in sound mental health.

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

LIVING SEPARATE AND APART

5. The Husband and Wife have lived separate and apart since April 27, 2011. Neither party will attend the other's home or work without invitation or approval.

CHILDREN

6. There are no children of the marriage. Furthermore, the Wife is not now pregnant and the parties have not adopted any children.

SPOUSAL MAINTENANCE

7. Neither party claims entitlement to spousal maintenance at this time. Both parties waive any claim to spousal maintenance during the separation, regardless of the length of the period of separation.

MARITAL HOME

8. The Wife will reside in, and have permanent possession of the marital home, which is located at 1711 63RD ST, Des Moines, IA 50322.

   The expenses relating to the marital home, including but not limited to mortgage payments, utility bills, property taxes, and repair costs, will be paid by the Wife.

   The Husband is signing all rights over to the 1711 63RD ST, Des Moines, IA 50322 House and will not claim a stake in it.

9. The Husband will reside in, and have permanent possession of 400 12TH ST, WDM, IA 50265.

   The expenses relating to the 400 12TH ST home, including but not limited to mortgage payments, utility bills, property taxes, and repair costs, will be paid by the Husband.

   The Wife will not claim any rights to the 400 12TH ST, WDM, IA 50265 House and will not claim a stake in it.

10. The Husband will within 45 days following the entering of the decree, the husband shall execute and return the Quit Claim Deed to The Wife's counsel for filing with the appropriate county recorder's office.

11. The Wife will within 45 days following the entering of the decree, the Wife shall execute and return the Quit Claim Deed to The Husbands counsel for filing with the appropriate county recorder's office, if applicable.

DEBTS

12. The parties agree that any indebtedness secured against, or attributable to, any item of property that either party is receiving under this Agreement will be the sole responsibility of the party receiving the particular property.

13. The parties agree to divide their marital debts as set out in this Agreement. The Wife will assume the following debts and will not hold the Husband responsible to pay any portion of them, now or in the future:

Description
1711 63RD ST House Mortgage

14. Neither party will incur any further debt or liability on the other party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual party, regardless if the debt was incurred as a result of joint credit.

ADDITIONAL CLAUSES

15. Shayla Rawnene Scott shall assume, pay, and hold The Husband harmless from the mortgage indebtedness, real estate taxes, and all other encumbrances of records upon said real estate, 1711 63RD ST, Des Moines, IA 50322.

16. Matthew Ryan Scott shall assume, pay, and hold The Wife harmless from the mortgage indebtedness, real estate taxes, and all other encumbrances of records upon said real estate, 400 12TH ST, WDM, IA 50265.

WITNESS OUR HANDS, ON THE DATES INDICATED.

Matthew Ryan Scott

Date: 20 MAY 2011

Shayla Rawnene Scott

Date: 20 May 2011

ACKNOWLEDGMENT

I, a Notary Public, within and for the County and State aforesaid, do certify that on this day came before me, MATTHEW RYAN SCOTT and SHAYLA RAWNENE SCOTT, personally known to me, whose names are signed to the foregoing agreement and so acknowledged their signatures on said agreement and that said MATTHEW RYAN SCOTT and SHAYLA RAWNENE SCOTT entered into said agreement on their own free wills and volition without force or duress by any party. Given my hand and seal this 20 day of MAY, 2011.

Notary Public

My Commission Expires: 8-11-2013

NOTARIAL SEAL IOWA
JOHN DEANGELIS
Commission Number 764168
My Commission Expires
August 11, 2013

Judge, Fifth Judicial District of Iowa