

DIVORCE SETTLEMENT
(MARITAL SETTLEMENT AGREEMENT)

This Agreement is entered into on _____, 20_____, by and between _____ (Husband) and _____ (Wife) whose address are as follows:

(Address)

(Address)

(City) (County) (State)

(City) (County) (State)

The parties were married on _____, _____.

As a result of disputes and serious differences, they have separated and are now living separate and apart, and wish to continue living permanently apart. They intend to settle by this agreement their marital matters, including child custody, child support, division of property and debts, and their rights to alimony.

For these reasons and in consideration of the mutual promises contained in this agreement, Husband and Wife agree as follows:

1. LIVING SEPARATE. Husband and Wife will live separate and apart from each other, as if they were single and unmarried.
2. NO HARASSMENT OR INTERFERENCE. Neither party will in any manner harass, annoy or interfere with the other.
3. CHILD CUSTODY. The parties will share in parenting responsibilities; however, physical custody of the minor child(ren), _____ shall be awarded to the Wife and the Husband shall have reasonable and liberal visitation rights.

The parties will share in parenting responsibilities; however, physical custody of the minor child(ren), _____ shall be awarded to the Husband and the Wife shall have reasonable and liberal visitation rights.

Other:

The Husband Wife shall pay the sum of \$ _____ per _____ as support and maintenance for the minor child(ren) in the physical custody of the other parent.

The Husband Wife shall maintain health insurance coverage for the minor child(ren), as long as such insurance is available at a reasonable group rate.

Other:

5. DIVISION OF PROPERTY

The Husband transfers to the Wife as her sole and separate property:

Continued on Additional Sheet.

The Wife transfers to the Husband as his sole and separate property:

Continued on Additional Sheet.

6. DIVISION OF DEBTS

The Husband shall pay, and will not at any time hold the Wife responsible for, the following debts:

Continued on Additional Sheet.

The Wife shall pay, and will not at any time hold the Husband responsible for, the following debts:

Continued on Additional Sheet.

7. ALIMONY

The Husband Wife shall pay alimony in the sum of \$ _____ per _____, for a period of _____, or until the Husband Wife dies or remarries, whichever occurs first.

Other:

8. EFFECT OF DIVORCE OR DISSOLUTION OF MARRIAGE. In the event of a divorce or dissolution of marriage this Marital Settlement Agreement shall, if the court approves, be merged with, incorporated into, and become a part of any subsequent decree or judgment for divorce or dissolution of marriage.

9. FINANCIAL DISCLOSURE. The parties have revealed to each other full financial information regarding their net worth, assets, holdings, income, and liabilities; not only by their discussions with each other, but also through copies of their current financial statements, copies of which are attached hereto as Exhibits A and B. Both parties acknowledge that they had sufficient time to review the other's financial statement, are familiar with and understand the other's financial statement, had any questions satisfactorily answered, and are satisfied that full and complete financial disclosure has been made by the other.

10. INDEPENDENT REPRESENTATION BY COUNSEL. Each party has the right to representation by independent counsel. Each party fully understands his or her rights, and considers the terms of this agreement to be fair and reasonable.

11. EXECUTION OF NECESSARY INSTRUMENTS. The parties will execute and deliver any other instruments and documents that may be necessary and convenient to carry out all of the terms of this Agreement.

12. ENTIRE AGREEMENT. This instrument, including any attached exhibits, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this Agreement. This Agreement may not be modified or terminated except in writing signed by the parties.

13. GOVERNING LAW. This Agreement shall be governed by the laws of _____.

14. BINDING EFFECT. This Agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, successors, and assigns.

(Husband's signature)

(Wife's signature)

Name: _____

Name: _____

Address: _____

Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing Agreement, consisting of _____ pages and Exhibits _____ through _____, was acknowledged before me this _____ day of _____, 20____, by _____, who are personally known to me or who have produced _____ as identification.

Signature

(Typed Name of Acknowledger)

NOTARY PUBLIC

Commission Number: _____

My Commission Expires: