MARITAL SETTLEMENT AGREEMENT

_____

SUPERIOR COURT OF _____, IN AND FOR THE COUNTY OF _____

PETITIONER'S NAME:)

_____)

)

)

and)

)

)

RESPONDENT'S NAME:)

_____)

Case No.: _____

RECITALS

This Agreement is made in connection with an action for dissolution by and between _____ (hereinafter may be referred to as the "Petitioner" or "Spouse One"), and _____ (hereinafter referred to as the "Respondent" or "Spouse Two"), who are sworn and agree as follows:

WHEREAS, _____, Petitioner, and _____, Respondent, acknowledge that they both resided within _____ for _____, which shall satisfy all residency requirements of the State of _____.

WHEREAS, _____ _____ of the Armed Services of the United States of America, and that _____ _____ of the Armed Services of the United States of America.

WHEREAS, the parties hereto were married to each other on or about ___/___/_____, in the City of _____, and in the State of _____.

WHEREAS, there were no children born or adopted during the marriage;

WHEREAS, no children are expected;

WHEREAS, the Petitioner _____ a petition for dissolution of the marriage in the above case, and this Agreement is intended to be introduced into evidence in any said action, to be incorporated into the Final Judgment entered therein;

WHEREAS, the parties herein acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties and obligations regarding property, liabilities and responsibilities regarding any child or children;

WHEREAS, each party has read this Agreement and each party understands its terms and consequences, and each party believes that this Agreement is fair, just and reasonable, and in the best interest of all parties concerned;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and or other good and valuable consideration, the parties have agreed and do hereby warrant and certify as follows:

REAL ESTATE

Neither party holds any interest in Real Estate. Both parties agree to sell and split the proceeds of the marital home located at _____ _____, _____ _____.

The marital home shall be sold at fair market value upon the execution of this Agreement or as soon as practicable thereafter, subject to the provisions of sale set forth herein.

- _____ shall be entitled to exclusive possession and use of the marital home until sold.

- The parties shall list the property with a broker or salesperson licensed by the State Real Estate Commission, who has an office in the county where the property is located or in a county nearby.

- The property shall be sold for a price under terms that are mutually agreeable to both parties.

- The "net sale proceeds" are defined as the gross sales price, less any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage indebtedness on the property, if any.

- The net sales proceeds from the marital home shall be divided as follows: Spouse One shall receive _____% of the net sales proceeds, and Spouse Two shall receive _____% of the net sales proceeds.

PERSONAL PROPERTY

The parties hereby agree that there has been a full and satisfactory division of all personal property and each party shall hold full right, title and interest in all items brought into the marriage and that which is now in [his/her/their] possession.

RETIREMENT

Each party shall receive any and all benefits existing by reason of [his/her/their] past, present, or future employment or military service, including, but not limited to, any profit-sharing plan, retirement plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein.

The parties have no retirement or pension benefits to be divided.

STOCKS – BONDS

The parties have no interest in Stocks or Bonds.

CHECKING ACCOUNTS

The parties have no joint checking account.

SAVINGS ACCOUNT

The parties have no joint savings account.

DIVISION OF OTHER ASSETS AND LIABILITIES

Division of Other Assets: The parties have already divided or has agreed upon the division of all other marital property in an agreeable and satisfactory manner prior to the execution of this Agreement. Each party shall have exclusive ownership in all items of property that may be currently in [his/her] possession or control or which has been allocated and agreed upon, and the other party waives and releases any and all claim or interest in such items.

Division of Liabilities: Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party, and the property of the other party, who shall be held harmless from any and all liability therefore.

- Neither party shall hereafter incur any obligation or liability for which the other party shall be liable.

- The Spouse One shall be responsible for [his/her] individual credit cards, debts and liabilities.

- The Spouse Two shall be responsible for [his/her] individual credit cards, debts and liabilities.

GENERAL PROVISIONS

Full and Complete Disclosure: Each party hereto warrants and agrees that [he/she] has made a full and complete disclosure to the other party of all marital and non-marital property, income, assets and liabilities.

Other Information or Instruments: Each party agrees to provide to the other party with any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement. Any transfer in title or interest shall happen as expeditiously as reasonably possible.

Non-Dischargeable in Bankruptcy: All terms of this Agreement pertaining to the division of marital property, including, but not limited to, hold harmless or indemnification provisions, are specifically intended by the parties to be non-dischargeable in the event of bankruptcy.

ALIMONY

FILING TAXES AND DEPENDENCY EXEMPTIONS (if any)

Each party shall timely file and pay [his/her] tax liability in connection with the tax return filed by said party. Any refund received as a result of a party's tax return shall be the sole property filing such tax return.

Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

Preservation of Information: Each party shall preserve, for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

No Waiver of "Innocent Spouse": The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code Section 6013(E)(1).

COURT COSTS AND ATTORNEY'S FEES (if any)

Any costs of the court, including the filing fee for the petition for dissolution, shall be borne by the party incurring the same.

Each party shall be responsible for [his/her] own attorney's fees incurred herein.

GENERAL PROVISIONS

Mutual Release: Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to, asserting a claim against the estate of the other party or to act as a personal representative of such estate as otherwise provided for in this Agreement or arising hereunder.

Resolution of Future Disputes: In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute, or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

Reconciliation: In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

No Oral Agreements: The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

No Waiver of Breach: The failure of a party to insist on strict performance of any provision of this Agreement; shall not be construed to constitute a waiver of a breach of any other provision, or of a subsequent breach of the same provision.

Severability: This Agreement is severable, and if any term or prevision is deemed to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

Other Acts: Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

Survival of Agreement – No Merger: This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding, incorporation of this Agreement shall not be merged in such judgment, but shall survive the judgment and be binding on the parties.

Remedies for Enforcement: The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

SUBMISSION OF AGREEMENT TO THE COURT

Both parties certify and warrant that they have prepared this agreement by way of mutual cooperation and that each party has fully and honestly disclosed to the other the extent of all assets, income, and financial situation. Both parties further proclaim that each has completed a "*Financial Statement*" which are attached and incorporated by reference.

Both parties understand and agree that they have the right to representation by independent counsel. Furthermore, both parties fully understand their rights and thus mutually agree that they consider the terms of this agreement to be fair and reasonable. Both parties agree to execute and deliver any documents, to make any endorsements, and do any and all acts that may be deemed necessary or convenient to carry out all of the terms of this agreement.

Both parties agree that this document is intended to be the full and entire settlement and agreement between them regarding their marital rights and obligations and that this agreement should be interpreted and governed by the laws of the State of _____.

Both parties also agree that every provision of this agreement is expressly made binding upon the heirs, assigns, executors, administrators, successors in interest, and representatives of each of party. Both parties expressly agree that this Divorce Settlement Agreement shall be submitted to the Probate and Family Court for a judge's approval of the terms and in conjunction with the entry of a Judgment for Divorce.

PETITIONER EXECUTION

I, _____, certify that I have been open and honest in entering into this Agreement, and that I am satisfied with the terms and conditions of this Agreement and intend to be bound by it.

_____ Signed on: _____

(PETITIONER'S SIGNATURE)

_____ Signed on: _____

Witness for Petitioner - _____

_____ Signed on: _____

Witness for Petitioner - _____

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and subscribed before me on _____ by _____, and said Petitioner provided _____ as proof of identity.

_____

(NOTARY SIGNATURE)

_____

(Printed Name of Notary)

My Commission Expires: _____

RESPONDENT EXECUTION

I, _____, certify that I have been open and honest in entering into this Agreement, and that I am satisfied with the terms and conditions of this Agreement and intend to be bound by it.

_____ Signed on: _____

(RESPONDENT'S SIGNATURE)

_____ Signed on: _____

Witness for Respondent - _____

__

_____ Signed on: _____

Witness for Respondent - _____

__

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and subscribed before me on _____ by _____, and said Respondent provided _____ as proof of identity.

_____

(NOTARY SIGNATURE)

_____

(Printed Name of Notary)

My Commission Expires: _____

PETITIONER INDIVIDUAL PERSONAL FINANCIAL STATEMENT

Prepared for _____

___/___/_____

NAME: _____

ADDRESS: _____

_____, _____ _____

TELEPHONE: _____

SSN: _____-_____-_____

BIRTHDATE: ___/___/_____

EMPLOYER NAME: _____

SUMMARY OF ASSET & LIABILITIES

ASSET NAME	***ASSET VALUE***
PETITIONER ACCOUNTS RECEIVABLE:	$_____
PETITIONER ANNUITY:	$_____
PETITIONER BOAT:	$_____
PETITIONER BONDS:	$_____
PETITIONER BUSINESS PROPERTY REAL ESTATE:	$_____
PETITIONER CERTIFICATE OF DEPOSIT:	$_____
PETITIONER CHECKING ACCOUNTS:	$_____
PETITIONER HOUSEHOLD FURNISHINGS:	$_____
PETITIONER JEWELRY:	$_____
PETITIONER LIFE INSURANCE:	$_____
PETITIONER MUTUAL FUNDS:	$_____
PETITIONER NOTES RECEIVABLE:	$_____
PETITIONER OTHER ASSETS:	$_____
PETITIONER OTHER REAL ESTATE:	$_____
PETITIONER PERSONAL RESIDENCE REAL ESTATE:	$_____
PETITIONER RECREATIONAL EQUIPMENT:	$_____
PETITIONER RETIREMENT PLANS:	$_____

PETITIONER SAVINGS ACCOUNTS: $_____

PETITIONER STOCKS: $_____

PETITIONER TRUSTS: $_____

PETITIONER VEHICLES: $_____

TOTAL ASSETS: **$_____**

LIABILITY DESCRIPTION	***AMOUNT OWED***
PETITIONER RESIDENCE MORTGAGE:	$_____
PETITIONER HOME EQUITY LOAN:	$_____
PETITIONER OTHER MORTGAGE:	$_____
PETITIONER VEHICLE LOANS:	$_____
PETITIONER CREDIT CARD DEBT:	$_____
PETITIONER STUDENT LOANS:	$_____
PETITIONER OTHER LIABILITIES:	$_____
TOTAL LIABILITIES:	**$_____**

INCOME SOURCE	***MONTHLY INCOME***
PETITIONER MONTHLY SALARY WAGES:	$_____
PETITIONER INVESTMENT ACCOUNTS:	$_____
PETITIONER ALIMONY:	$_____
PETITIONER CHILD SUPPORT:	$_____
PETITIONER TRUSTS:	$_____
PETITIONER OTHER INCOME SOURCES:	$_____
TOTAL MONTHLY INCOME	$_____

MONTHLY EXPENSE DETAILS	***EXPENSE AMOUNT***
PETITIONER PAID ALIMONY:	$_____
PETITIONER PAID CHILD CARE:	$_____
PETITIONER PAID CHILD SUPPORT:	$_____
PETITIONER GROCERIES AND HOME:	$_____
PETITIONER HEALTHCARE:	$_____
PETITIONER MORTGAGE OR RENT:	$_____
PETITIONER OTHER MORTGAGE LOANS:	$_____
PETITIONER AUTO LOANS:	$_____
PETITIONER AUTO INSURANCE:	$_____
PETITIONER DENTAL INSURANCE:	$_____
PETITIONER LIFE INSURANCE:	$_____
PETITIONER OTHER INSURANCE:	$_____
PETITIONER CREDIT CARDS:	$_____
PETITIONER STUDENT LOANS:	$_____
PETITIONER OTHER EXPENSES:	$_____

TOTAL **$_____**

MONTHLY EXPENSES:

PETITIONER **$_____**

TOTAL ASSETS:

PETITIONER **- _____**

TOTAL LIABILITIES:

TOTAL **$_____**

NET WORTH:

I, _____, hereby certify and warrant, to the best of my knowledge, that the aforementioned information contained within this Personal Financial Statement is true, accurate and complete.

PETITIONER SIGNATURE:

_____

DATED: _____

RESPONDENT INDIVIDUAL PERSONAL FINANCIAL STATEMENT

Prepared for _____

___/___/_____

NAME: _____

ADDRESS: _____

_____, _____ _____

TELEPHONE: _____

SSN: _____-_____-_____

BIRTHDATE: ___/___/_____

EMPLOYER NAME: _____

SUMMARY OF ASSET & LIABILITIES

ASSET NAME	***ASSET VALUE***
RESPONDENT ACCOUNTS RECEIVABLE:	$_____
RESPONDENT ANNUITY:	$_____
RESPONDENT BOAT:	$_____
RESPONDENT BONDS:	$_____
RESPONDENT BUSINESS PROPERTY REAL ESTATE:	$_____
RESPONDENT CERTIFICATE OF DEPOSIT:	$_____
RESPONDENT CHECKING ACCOUNTS:	$_____
RESPONDENT HOUSEHOLD FURNISHINGS:	$_____
RESPONDENT JEWELRY FURS:	$_____
RESPONDENT LIFE INSURANCE:	$_____
RESPONDENT MUTUAL FUNDS:	$_____
RESPONDENT NOTES RECEIVABLE:	$_____
RESPONDENT OTHER ASSETS:	$_____
RESPONDENT OTHER REAL ESTATE:	$_____
RESPONDENT RESIDENCE RE	$_____

AL ESTATE:

RESPONDENT RECREATIONAL EQUIPMENT: $_____

RESPONDENT RETIREMENT P LANS: $_____

RESPONDENT SAVINGS ACCO UNTS: $_____

RESPONDENT STOCKS: $_____

RESPONDENT TRUSTS: $_____

RESPONDENT VEHICLES: $_____

TOTAL ASSET VALUE: $_____

LIABILITY DESCRIPTION	***AMOUNT OWED***
RESPONDENT RESIDENCE MORTGAGE:	$_____
RESPONDENT HOME EQUITY LOAN:	$_____
RESPONDENT OTHER MORTGAGE:	$_____
RESPONDENT VEHICLE LOANS:	$_____
RESPONDENT CREDIT CARD DEBT:	$_____
RESPONDENT STUDENT LOANS:	$_____
RESPONDENT OTHER LIABILITIES:	$_____
TOTAL LIABILITIES:	$_____

MONTHLY INCOME	***MONTHLY AMOUNT***
RESPONDENT MONTHLY SALARY WAGES:	$_____
RESPONDENT INVESTMENT ACCOUNTS:	$_____
RESPONDENT ALIMONY:	$_____
RESPONDENT CHILD SUPPORT:	$_____
RESPONDENT TRUSTS:	$_____
RESPONDENT OTHER SOURCES:	$_____
TOTAL MONTHLY INCOME:	$_____

MONTHLY EXPENSE	***EXPENSE AMOUNT***
RESPONDENT PAID ALIMONY:	$_____
RESPONDENT PAID CHILD CARE:	$_____
RESPONDENT PAID CHILD SUPPORT:	$_____
RESPONDENT GROCERIES AND HOME:	$_____
RESPONDENT HEALTHCARE:	$_____
RESPONDENT HOUSING RENT:	$_____
RESPONDENT OTHER MORTGAGE LOANS:	$_____
RESPONDENT AUTO LOANS:	$_____
RESPONDENT AUTO INSURANCE:	$_____
RESPONDENT DENTAL INSURANCE:	$_____
RESPONDENT LIFE INSURANCE:	$_____
RESPONDENT OTHER INSURANCE:	$_____
RESPONDENT CREDIT CARDS:	$_____
RESPONDENT STUDENT LOANS:	$_____
RESPONDENT OTHER EXPENSES:	$_____

TOTAL **$_____**

MONTHLY EXPENSES:

RESPONDENT **$_____**

TOTAL ASSETS:

RESPONDENT **- _____**

TOTAL LIABILITIES:

TOTAL NET WORTH: **$_____**

I, _____, hereby certify and warrant, to the best of my knowledge, that the aforementioned information contained within this Personal Financial Statement is true, accurate and complete.

RESPONDENT SIGNATURE:

_____

DATED: _____