

**SAMPLE SETTLEMENT AGREEMENT IN UNCONTESTED
DIVORCE WITH CHILDREN**

(1)_____

IN THE SUPERIOR COURT OF DEKALB COUNTY

STATE OF GEORGIA

*****)	
Plaintiff)	
)	Civil Action
VS.)	
)	File No. _____
*****)	
Defendant)	

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made and entered into between ***** (hereinafter for convenience sometimes referred to as "WIFE") and ***** hereinafter for convenience sometimes referred to as "HUSBAND").

W I T N E S S E T H:

WHEREAS, the parties to this Agreement were married on 01/05/1**** and

WHEREAS, the parties separated on or about 05/01/2009, are currently living in a bona fide state of separation and acknowledge there is no chance of reconciliation; and

WHEREAS, there are two minor children born of this marriage. Their names are *****, born January 10, 2005, and *****, born June 07, 2006.

WHEREAS, there is no property acquired during this marriage.

WHEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

(2.)_____

SEPARATION OF THE PARTIES

1.

The parties shall continue to live separate and apart, each being free to choose his or her place of residence and employment, and each shall be free from interference, molestation, authority and control, direct or indirect, by the other as if unmarried to each other. The parties agree that they will not molest or harass each other or seek to compel each other to cohabit together.

2.

The Husband and Wife hereby relinquish all claims whatsoever upon each other for support and maintenance under the laws of this State or any other state and acknowledge that neither has requested support for themselves or the other except as provided in this settlement agreement.

PROPERTY DIVISION

3.

Except as otherwise specifically provided herein, the parties acknowledge that they have made an amicable and equitable division of all property real and personal acquired during the course of the marriage. Except as otherwise provided herein, each party shall assume the encumbrances and liens on all of the property belonging to or transferred to that party pursuant to the terms of this Agreement or otherwise and to be responsible for any income tax liabilities caused by said transfer(s).

(a) Currently, no joint tax liability or obligation is anticipated as at the time of filing of this divorce. However should one occurs after the filing of this divorce and the final divorce order, then both parties agrees to take responsibilities for such joint debts and obligation on a 50/50 basis.

(b) The husband shall receive the full security deposit from the house on 207 Bonaire Dr, Alabama in the amount of \$1025.00 at the expiration of the lease on 08/08/2009

© The wife agrees to pay the husband the sum of \$872.00 per month for BAH until the divorce is final.

(3.) -----

(d) The parties agrees that if the wife elects to use her Career Status Bonus to be paid in the month of November 2009, in the amount of \$21,000.00 , the wife agrees to pay and the husband agrees to accept the sum of \$8000.00 from the Career Bonus status.

3(a)

DIVISION OF MILITARY RETIREMENT BENEFITS.

The husband shall be and is hereby awarded, as a property settlement an amount equal to one half (1/2) of the wife's retirement benefits from the United States Military that were accumulated from the date of the marriage of the parties until the date of the filing of this divorce. The wife began her service with the United States Military on November 19, ***, and her service with the United States Military is continuing. The date of the marriage of the parties is January 5, ***, and the date of the filing of the divorce is August _____ 2009. Upon the completion of the wife's service in the United States Military, the time from the date of the marriage to the date of the filing of this divorce shall be computed as a percentage of the total duration of the wife's military service. This award to the husband shall be equal to one-half (1/2) of the percentage of the wife's military retirement benefit that was accumulated from the date of the marriage to the date of the filing of this divorce.

The husband shall be entitled to receive an amount equal to one-half (1/2) of the said percentage of the monthly retirement benefits to be paid to the wife by virtue of her active duty with and retirement from the United States Military, which shall be payable to the husband directly from the United States Military, as and when payments are to be made to the wife.

The Court finds that the husband qualifies for an award of said interest in accordance with the Uniform Services Former Spouse's Protection Act, 10 U.S.C.A section 1408 (West. Supp. 1993). His eligibility for direct payment of a portion of the wife's disposable retired pay pursuant to a property division is based upon his marriage to the wife for ten (10) years or more, during which the wife performed ten (10) years or more creditable service. 32 C.F.R. section 63.6 (a)(2)(1992). The Court have jurisdiction over the wife (other than because of Military assignment in the territorial jurisdiction of the Court), but by virtue of her having joint property with the husband in Georgia , and the fact that the treatment of retirement pay as property is in accordance with the law of the State of Georgia.

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AUTOMOBILES AND PERSONAL PROPERTIES

Husband and wife owned the following automobiles and personal properties to be divided as

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follows :

*** Mitsubishi Gallant, titled to both husband and wife

**** Mitsubishi Montero , titled to both wife and husband

The wife shall keep the *** Mitsubishi Gallant and be responsible for any indebtedness thereon. The husband hereby conveys to the wife any interest he may have in said property. The husband shall keep the **** Mitsubishi and be responsible for any indebtedness thereon. Except that the wife shall pay the car note in the amount of \$516.00 for September , and after that the husband will be responsible for the monthly payment. The wife hereby conveys to the husband any interest she may have in said property. Each parties must execute the appropriate instruments to take the other party's name out of the title of the vehicle in which he or her is given ownership.

Other personal properties like Furnitures , electronics and other household goods has been amicably divided and settled by the parties.

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ACCEPTANCE AND MUTUAL RELEASE

Each of the parties receives the property set apart to them and the undertakings hereof in full and complete settlement and release of all claims and demands of every kind, name or nature against the other party hereto, including all liability now or at any time hereafter existing or accruing except as expressly provided herein.

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WAIVER OF CLAIM AGAINST ESTATE

The Wife hereby releases and relinquishes unto the Husband, his heirs, executors, administrators and assigns, any and all rights and claims by way of inheritance, descent, distribution and claims of dower or equitable distribution in and to all real estate and personal property of the Husband of whatever kind and character wheresoever situated and now owned or hereafter acquired.

The Husband hereby releases and relinquishes unto the Wife, her heirs executors, administrators and assigns, any and all rights and claims by way on inheritance, descent, distribution and claims of dower or equitable distribution in and all real estate and personal property of the Wife of whatever kind and character wheresoever situated and now owned or hereafter acquired .

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DEBTS

The Husband agrees to pay and hold the Wife harmless for any claims, debts, liabilities and

(5)._____

obligations of any nature whatsoever, contingent or otherwise, which the Husband incurred individually or jointly with any third person or persons. The Wife agrees to pay and hold the Husband harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which the Wife incurred individually or jointly with any third person or persons. The Husband promises to defend the Wife against any attempts by any of his creditors to collect the same from the Husband and further promises to indemnify the Wife fully from any liability and expenses, including legal expenses, which may result from his obligations. The Wife promises to defend the Husband against any attempts by any of her creditors to collect the same from the Husband and further promises to indemnify the husband fully from any liability and expenses, including legal expenses, which may result from her obligations. Currently there is no joint debt or obligation of the parties known at the time of this petition for divorce that has not been addressed. However, should one arise after the filing of this petition for divorce, both parties also agree to pay 50% of any of the debts arising during the marriage.

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NONJOINDER

It is agreed that each of the parties may from the date of this instrument and forever after purchase, acquire, own, hold, possess, encumber, mortgage, dispose of, devise and convey any and all classes and kinds of property, both real and personal, which is now owned or may hereinafter be acquired, as though unmarried, free from the consent, Joinder and interference of the other party.

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ADDITIONAL INSTRUMENTS

Each of the parties shall promptly execute and deliver such deeds, title documents, releases, assignments, identity cards or other written instruments as may be required to carry out the terms and conditions of this agreement.

The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of the Agreement before signing the same; that they have given due consideration to each provision hereof and clearly understand and assent to same.

PRIOR AND SUBSEQUENT AGREEMENTS

This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into between the parties. All modifications of this Agreement shall be of no effect unless in writing and signed by both parties.

TAX CONSEQUENCES

The parties acknowledge that neither has sought advice nor been advised with respect to the effect of any tax laws on the division of property, alimony and payment of marital debt provisions contained herein and have been expressly advised to seek independent counsel in connection with the State and Federal tax consequences of any provision contained herein.

Currently there is no tax liability incurred by the parties at the time of this petition for divorce. However, should one arise after the filing of the divorce then both parties also agrees to pay 50% each of any tax liability that arose during the marriage.

SUBSEQUENT DIVORCE

The parties agree that this Agreement may be submitted to any court or competent jurisdiction called upon to decide a complaint of divorce filed by either party and that this

Agreement, if approved by said Court, shall become a part of the final decree of divorce, if any, granted in such action.

CONSENT TO TRIAL

Both parties consent to a trial by the Court without a jury of any divorce action filed by the other at any time after the appearance term.

CUSTODY OF CHILDREN

The parties agrees for the mother **** to have sole/primary legal and physical custody of the children of the parties ,****, and ****, and for the father ***** to share joint / secondary legal physical custody of the above mentioned children. Joint legal custody is defined by O.C.G.A 19-9-6 (1 &2), meaning that both parents have equal rights and responsibilities for major decision concerning the children, including but not limited to the children’s education, religious training, and health care. The parties shall have full and active role in providing sound, moral, social, economic, religious and educational environment for the child. The parent shall consult with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment , and non emergency health care of the child. The parents shall exert their best effort to work cooperatively in future plans consistent with the best interest of the child, and in amicably resolving such disputes as may arise. If the parties cannot agrees as to such issue or issues, the mother shall have the final decision making power.

VISITATION.

The father shall be entitled to liberal rights of visitation with the minor children, to wit : ***** and ***** , so long as same does not interfere with health, welfare and education of the children at any time the parties can agree upon. In the event the parties are unable to agree on reasonable visitation, the parties agreed and consented to the following visitation schedule and arrangements attached as exhibit “A”.

DISAGREEMENT WITH JOINT CUSTODY

The mother shall have the final tier breaker on any issue that the parties cannot agreed upon concerning joint custody that is not provided for in this agreement.

CHILD SUPPORT

The parties consented that the custodian parent will not demand child support from the

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non custodian parent at this time, as the non custodian parent is currently unemployed. However, the mother, custodian parent can petitioned the court for child support in the future should condition of both parties changes in the future.

Furthermore O.C.G.A 19-6-15 is being applied to reach the amount of child support provided herein. The specifics are as follows :

(a) **INCOME OF THE PARTIES.**

(1) The gross income of the mother is \$55,000.00 per year , that is \$4583.00 per month .

(2) The gross income of the father is zero dollars (\$0.00) per year.

(b) **CHILD SUPPORT** : In this case, child support is being determined for two children. Father shall pay the sum of Zero (\$0.00) per child as child support, maintenance and education of the minor children.

(c) **CONTINUATION OF SUPPORT** : The child support shall continue until the child reaches 18 years of age, marries, dies or become otherwise self –supporting, provided however, that the said support shall continue if the child is enrolled or attending secondary school, and has attained the age of majority prior to completing his or her secondary school education, up to the age of twenty (20), all subject to the provisions of O.C.G.A. 19-6-15 (e).

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ALIMONY

The parties agrees for each not to pay or receive alimony .

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NAME CHANGE

The plaintiff want to keep the married name to wit :

*****.

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ATTORNEY'S FEES

The plaintiff is solely responsible for the attorney's fees.

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(9)._____

LAW OF GEORGIA

This agreement and the application and interpretation thereof shall be governed exclusively by the laws of the state of Georgia.

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FINAL AGREEMENT

This is the final agreement of both parties. This agreement cannot be modified unless sign in writing by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

Sworn to and Subscribed
Before me this ____ day of

_____, 2009.

Notary Public

Sworn to and Subscribed
Before me this ____ day of

_____, 2009.

Notary Public
