

**4A-301. Marital settlement agreement.**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_  
\_\_\_\_\_ JUDICIAL DISTRICT

\_\_\_\_\_,  
Petitioner,

v. \_\_\_\_\_ No. \_\_\_\_\_

\_\_\_\_\_,  
Respondent.

**MARITAL SETTLEMENT AGREEMENT<sup>1</sup>**

\_\_\_\_\_ (*Husband's name*) and \_\_\_\_\_ (*Wife's name*) are married. We agree to this entire agreement. We will each follow this agreement beginning on the day we both sign it. We understand that the judge may make changes to this agreement and that we must comply with any changes made.

**I. PROPERTY WE ARE DIVIDING<sup>2</sup>**

**A. Personal property** (*such as clothing, furniture, jewelry, or artwork*). We have agreed how we will divide our property. We have attached a Personal Property List (Attachment A) showing all our property and which of us will receive that property.

(*Choose 1 or 2*)

1. Each of us already has possession of all the personal property that we each expect to receive.

(*or*)

2. We will make sure that we each have our own property by \_\_\_\_\_ (*date*).

**B. Real Property** (*such as a home, mobile home, condominium, lot, or commercial building*).<sup>3</sup>

(*Choose all that apply*)

1. Neither of us has real property.

2. We have a marital home, which is located at \_\_\_\_\_ (*street address*), and we agree to do the following:

(*Complete the correct section: a. Keep the home; b. Sell the home; or c. Other plan.*)

a. **Keep the home.** We agree that

*(Choose i or ii)*

i. Husband shall keep the home and be responsible for all debts related to the home.

*(or)*

ii. Wife shall keep the home and be responsible for all debts related to the home.

The person who keeps the home is called the “homeowner.” The other person is called the “moving spouse.”

We further agree that

*(Choose all that apply)*

The amount owed to the moving spouse to buy out that person’s interest is \$ \_\_\_\_\_, which is included in the calculation of the Cash Payment, Section III, below.

The homeowner will apply to refinance the debt owed on the home no later than \_\_\_\_\_ *(date)*.

This is our plan for the homeowner to buy out the moving spouse’s interest in the home or to get the moving spouse off of the loan papers:<sup>4</sup>

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

b. **Sell the home.** We are going to sell the home and divide the money from the sale as follows: \_\_\_\_\_

\_\_\_\_\_.

While the home is being sold,  Husband *(or)*  Wife *(choose one)* will stay in the home.

Until the home sells, we will pay expenses, including mortgage, taxes and insurance, utility bills, and repairs for the home as follows *(describe who is to pay and how much each person will pay)*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

We both will cooperate with the showing of the home and the sale of the home, including signing all paperwork needed in order to sell it and transfer title. Both of us will preserve the home in a reasonable way including the following things:

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c. **Other plan.** We have attached a separate sheet with our plan regarding the home.

3. One or both of us has other real property as set forth in the attached Real Property List (Attachment B), and we have agreed to divide that property as set forth in the attachment. If one party owes the other money for the division of the other real property, that amount should be included in the calculation of the Cash Payment, Section III, below.

**C. Bank and investment accounts** (*such as checking accounts, savings accounts, stocks, bonds, certificates of deposit, mutual funds, or life insurance policies with cash value*).

*(Choose all that apply)*

We do not have any bank or investment accounts.

Husband has the following bank or investment accounts:

<b>Name of institution</b>	<b>Last four (4) digits of account number</b>
_____	_____
_____	_____
_____	_____

Wife has the following bank or investment accounts:

<b>Name of institution</b>	<b>Last four (4) digits of account number</b>
_____	_____
_____	_____
_____	_____

We have the following joint bank or investment accounts:

<b>Name of institution</b>	<b>Last four (4) digits of account number</b>
_____	_____
_____	_____

\_\_\_\_\_ ,  
which will be closed by \_\_\_\_\_ (date).

This is our plan for how we will divide our bank or investment accounts:

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

**D. Retirement Plans** (such as IRAs, retirement accounts, pension plans, or 401(k) plans).<sup>5</sup>

(Choose all that apply)

Neither of us has a retirement plan.

Husband has the following retirement plan(s):

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

Wife has the following retirement plan(s):

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

We will be dividing our retirement plan(s) as follows:

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

Husband (or)  Wife shall prepare and submit a Qualified Domestic Relations Order (“QDRO”) to the Court by \_\_\_\_\_ (date).

**E. Vehicles** (such as cars, trucks, motorcycles, recreational vehicles, boats, tractors, or trailers).<sup>6</sup>

(Choose 1 or 2)

1. We do not have any vehicles.

(or)

2. We have vehicles and are dividing them as follows:

Husband will keep the following vehicles and assume any debt relating to each vehicle (provide the make, model, and year of each vehicle and list the vehicle

identification number):

Vehicle description	Vehicle Identification No.
_____	_____
_____	_____
_____	_____

Wife will keep the following vehicles and assume any debt relating to each vehicle (provide the make, model, and year of each vehicle and list the vehicle identification number):

Vehicle description	Vehicle Identification No.
_____	_____
_____	_____
_____	_____

Each person listed above as keeping the vehicles will pay for the costs of the vehicles, including insurance. The parties will transfer title by

\_\_\_\_\_ (date).

(or)

when the vehicle is paid off.

**F. Other property** (such as business interests, patents, trademarks, copyrights, royalties, manuscripts, or any other property).

(Choose 1 or 2)

1. Neither party has any other property.

(or)

2. One or both parties has the other property listed below, and we have agreed to divide it as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

## II. DEBTS WE ARE DIVIDING<sup>7</sup>

**A. Debt.** We attach a Debt List (Attachment C) which lists all of our debts, including mortgages, vehicle payments, taxes, credit cards, student loans, medical debts, judgments, and any other debts we may have. Any debt not listed is the responsibility of the person who created it. Each of us will pay debts we created prior to our marriage, unless we state

differently here. Unless we state differently here, a person who takes property (such as a house or car) with a debt associated with it, will take the debt.

*(Choose all that apply)*

We have no debt from our marriage.

We will pay our debts as listed on Attachment C.

The amount owed from \_\_\_\_\_ to \_\_\_\_\_ for the division of the debts is \$ \_\_\_\_\_, which is included in the calculation of the Cash Payment, Section III, below.

**B. Credit cards and charge cards.** Each of us will turn in and cancel all joint credit cards, or we will have the credit card company take the other person's name off of the account.

**C. Taxes.** We will share information necessary to correctly file our income tax returns. We will get the help we need to file our taxes.

**D. Problem with tax returns.** If any of our returns that we filed together are audited or contested, we will meet to decide what to do. If we cannot decide who pays the taxes owed or who gets any refund, we will ask a judge to decide at the time the problem comes up.

**E. Legal promise.** We understand that if either of us fails to pay the debts we have promised to pay, the other party may end up making that payment. If that happens, the party who should have paid promises to repay the other party, including any other extra costs caused by the failure to pay, such as attorney fees, late fees, and interest charged by the creditor.

### III. CASH PAYMENT

*(If the parties have agreed that one party should pay money to the other in any of the preceding sections, those amounts should be included in this section.)*

In order to settle the division of property and debts, we agree that \_\_\_\_\_ (name) shall pay \_\_\_\_\_ (name) the amount of \$ \_\_\_\_\_ no later than \_\_\_\_\_ (date). We agree that judgment shall enter in this amount for \_\_\_\_\_ (name). The statutory interest rate shall apply as provided in Section 56-8-4(A) NMSA 1978.

### IV. SPOUSAL SUPPORT<sup>8</sup>

A. We agree to spousal support as follows:

*(Choose 1 or 2)*

1. **No spousal support.** Each of us can support ourselves and neither will pay spousal

support to the other.

(or)

2. **Spousal support.**  Husband (or)  Wife (*choose one*) will pay spousal support to the other spouse.

a. Spousal support will be paid as follows:

(Choose *i* or *ii*)

i. \$ \_\_\_\_\_ per month on the \_\_\_\_\_ (*date*) of each month for \_\_\_\_\_ (*period of time*) or until the court says differently.

(or)

ii. This is our other plan:

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b. For tax purposes, we will treat spousal support as follows:

(Choose *i* or *ii*)

i. The person paying the spousal support will deduct the payments on [his] [her] income tax return. The person receiving the support will show the support as income on [his] [her] income tax return. The support will end if the person to receive the support dies.

(or)

ii. The person paying the spousal support will not deduct the payments on [his] [her] income tax return. The person receiving the support will not include the payment as income on [his] [her] income tax return.

## V. OTHER STATEMENTS BY PARTIES

**A. Documents.** We will each sign the documents we need to divide the property and debts, and each will deliver to the other party all documents related to property and debt awarded to the other.

**B. Future issues.**<sup>9</sup>

1. Either of us may ask the judge for help if

- a. one of us does not do what we said in this agreement; or
- b. we cannot agree on what this agreement says.

We understand that the judge may make one party pay costs such as attorney fees.

- 2. If we forgot or failed to list any property or debt, we will seek the help we need to divide that property or debt.<sup>10</sup>

**C. Final agreement.** This is the final and entire agreement of the parties. Neither party is relying on other promises or statements that are not specifically included in this document.

**VERIFICATION**

When I sign here, I am telling the judge under oath and penalty of perjury:

I have read this agreement and agree with everything in it; I have read the warnings and cautions listed in this agreement;

I have disclosed all assets and debts known to me, and I understand that my spouse is relying on my disclosures;

I have gotten the help I needed before signing this agreement; and this document and the statements in it are true and correct to the best of my knowledge and belief.

I understand that I can be punished both civilly and criminally if any information in this agreement is false.

\_\_\_\_\_  
Husband's signature

\_\_\_\_\_  
Wife's signature

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_

)  
) ss.

Acknowledged, signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_, the husband.

\_\_\_\_\_  
Notary public





(Attach additional pages if needed)

List all homes (other than the marital home), land, or other real property owned by Husband or Wife.

**Other Real Property**

1. Address/Description of property: \_\_\_\_\_

We agree to do the following with the property after the divorce:

*(Chose all that apply)*

\_\_\_\_\_ Husband will keep the property;

\_\_\_\_\_ Wife will keep the property;

\_\_\_\_\_ [ ] Husband [ ] Wife shall pay the other spouse \$\_\_\_\_\_.

\_\_\_\_\_ The property will be sold and the proceeds divided as follows:

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

\_\_\_\_\_ Other plan:

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

2. Address/Description of property: \_\_\_\_\_

We agree to do the following with the property after the divorce:

*(Chose all that apply)*

\_\_\_\_\_ Husband will keep the property;

\_\_\_\_\_ Wife will keep the property;

\_\_\_\_\_ [ ] Husband [ ] Wife shall pay the other spouse \$\_\_\_\_\_.

\_\_\_\_\_ The property will be sold and the proceeds divided as follows:

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

\_\_\_\_\_ Other plan:

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



prepare, sign and record a deed in the real property records where the property is located. To transfer a mobile home, contact the Motor Vehicle Division or see a professional.

4. If both parties are listed on the mortgage, you must seek lender approval to remove the moving spouse from the mortgage and from responsibility for payment.

5. If the parties are going to divide a retirement plan, contact the retirement plan before completing and filing this form. Depending on the plan, a QDRO may be necessary.

6. To transfer vehicles or a mobile home, contact the Motor Vehicle Division or see a professional.

7. This agreement does not affect the rights of creditors even when approved by the Court as part of the final decree. The creditor may expect payment from you no matter who agrees to pay the debt in this agreement. See an attorney if you have questions about separate and community debts and separate and community property.

8. There can be serious consequences resulting from spousal support awards. If your agreement includes spousal support, you should consult with an attorney.

9. Consult with an attorney if problems arise later.

10. To divide property or debts left out of this agreement, see Section 40-4-20(A) NMSA 1978.

[Approved by Supreme Court Order No. 13-8300-010, effective for all pleadings and papers filed on or after May 31, 2013, in all cases pending or filed on or after May 31, 2013.]

**Compiler's note.** – Pursuant to Supreme Court Order No. 13-8300-010, a new 4A-301 NMRA was adopted effective May 31, 2013.

**Withdrawals.** – Pursuant to Supreme Court Order No. 13-8300-010, former 4A-301 NMRA, relating to petition for dissolution of marriage without children, was withdrawn effective May 31, 2013.