

1 STATE OF INDIANA) IN THE _____ SUPERIOR / CIRCUIT COURT
2) SS: CIVIL DIVISION, ROOM ____
3 COUNTY OF _____) CAUSE NO. _____

4 IN RE THE MARRIAGE OF:

5 _____
6 Petitioner,

7 and

8 _____
9 Respondent.

10 **DECREE OF DISSOLUTION OF MARRIAGE**

11 The Court having reviewed the Verified Petition for Dissolution of Marriage and having
12 held a final hearing in this matter, now finds the following:

13 The parties having submitted this Settlement Agreement and the Court having seen and
14 considered the Verified Petition of Dissolution of Marriage and Verified Waiver of Final Hearing
15 submitted by the parties, now approves the following:

16 1. The parties were married on _____, and separated on _____.

17 2. _____ has been a continuous resident of _____ County for
18 the last three months, and the State of Indiana for the last six months prior to the filing of the
19 Verified Petition for Dissolution of Marriage.

20 3. _____ pregnant.

21 4. Neither party is a member of the military.

22 5. Children:

23 There are no children of the marriage.

24 There are ____ children of the marriage; namely:

25 **Name**

Date of birth:

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6. Custody and care of the minor child(ren). It is in the best interest of the child(ren) that:

- The parties shall have joint legal custody over the minor child(ren) with Petitioner being the primary custodial parent.
- The parties shall have joint legal custody over the minor child(ren) with Respondent being the primary custodial parent.
- Petitioner shall have sole legal custody of the minor child(ren) and shall be the primary custodial parent.
- Respondent shall have sole legal custody of the minor child(ren) and shall be the primary custodial parent.
- Other: (*please describe in detail*)

7. Parenting Time with the minor child(ren) shall be as follows:

- Petitioner shall have reasonable parenting time with the minor child(ren), at a
- Respondent minimum, as set out by the Indiana Parenting Time Guidelines.
- Other: The parties agree that it is in the best interests of the minor child(ren) to follow a parenting time schedule that does NOT follow the Indiana Parenting Time Guidelines (*please describe the schedule in detail and give reasons why the alternative schedule is justified*):

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8. Child Support

Petitioner
 Respondent will pay child support in the amount of _____ per week, as shown by the attached child support worksheet, through the County Clerk’s office, or by income withholding order if available from the employer, beginning on the first Friday following the date of the decree.

Petitioner
 Respondent shall be responsible for payment of all controlled expenses related to the upbringing of the minor child(ren). (For use only in cases when parenting time is equally shared.)

Petitioner
 Respondent will be responsible for the first _____ of uninsured medical expenses for the minor child(ren). Thereafter, Petitioner shall be responsible for ___ % of uninsured medical expenses, and Respondent shall be responsible for ___ % of uninsured medical expenses for the minor child(ren).

Petitioner
 Respondent will be responsible to pay the administrative fee that the Clerk charges annually.

9. The provisions for health insurance maintenance shall be as follows:

Petitioner shall maintain medical, dental, and optical insurance as available
 Respondent through employment for the minor children:

Health insurance for the child(ren) is not available to either parent at a reasonable cost, therefore, neither party is ordered to provide health insurance at this time. In the event that health insurance for the children becomes available at a reasonable cost to one or both of the parties, the party to whom such coverage is available shall obtain coverage for the children within a reasonable time after such coverage becomes available.

10. The arrangement for claiming the tax credits, exemptions, and deductions for the minor child(ren) shall be as follows:

Petitioner shall be entitled to claim the minor child(ren) for federal, state, and
 Respondent local income tax purposes on an annual basis; The parties shall cooperate to sign all necessary documents that will allow the party claiming the exemption to do so.

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Petitioner and Respondent shall each be entitled to claim the minor child(ren) for federal, state, and local income tax purposes in alternating years; Petitioner shall be entitled to claim the minor child(ren) in the year _____, and every even/odd year thereafter; Respondent shall be entitled to claim the minor child(ren) in the year _____, and every even/odd year thereafter. The parties shall cooperate to sign all necessary documents that will allow the party claiming the exemption to do so.

11. The division of jointly held debts shall be as follows:

The parties have no outstanding debt for which they are jointly responsible.

Petitioner will be solely responsible for the following debts and shall hold Respondent harmless from liability, expense, attorney’s fees, and loss which may be incurred by Respondent, arising out of Petitioner’s failure to pay such debts. :

Name of Creditor	Amount of Debt
_____	_____
_____	_____
_____	_____
_____	_____

Respondent will be solely responsible for the following debts, and shall hold Petitioner harmless from liability, expense, attorney’s fees, and loss which may be incurred by Petitioner, arising out of Respondent’s failure to pay such debts. :

Name of Creditor	Amount of Debt
_____	_____
_____	_____
_____	_____
_____	_____

12. The individual debt division shall be as follows:

Debts held in Petitioner’s name only

Petitioner will be solely responsible for the all debts held in his/her individual name, and all debts incurred by him/her in his/her name since the date of final separation. Petitioner agrees to hold Respondent harmless from liability, expense, attorney’s fees, and loss which may be incurred by Respondent, arising out of Petitioner’s failure to pay such debts.

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Other:

Debts held in Respondent's name only:

Respondent will be solely responsible for the all debts held in his/her individual name, and all debts incurred by him/her in his/her name since the date of final separation. Respondent agrees to hold harmless Petitioner from liability, expense, attorney's fees, and loss which may be incurred by Petitioner, arising out of Respondent's failure to pay such debts.

Other:

13. The vehicle division shall be as follows:

There are no vehicles to divide.

Petitioner will have sole possession of the following vehicles, and Respondent shall execute all documents necessary to transfer title of said vehicles within a reasonable time following the date of this Order:

(Vehicle #1, Make, Model, and Year)

(Vehicle #2, Make, Model and Year)

Respondent will have sole possession of the following vehicles, and Petitioner shall execute all documents necessary to transfer title of said vehicles within a reasonable time following the date of this Order:

(Vehicle #1, Make, Model, and Year)

(Vehicle #2, Make, Model and Year)

152 All outstanding debt related to the above-listed vehicles has been allocated in
153 paragraph 12 of this agreement/Order.

154 14. The parties' personal property division shall be as follows:

155 The parties already have divided all items of property.

156 Petitioner will have sole possession of the following items of property:

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161 Respondent will have sole possession of the following items of property:

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166 15. Marital Residence:

167 The parties are owners of real estate located at _____,
168 _____, and the parties agree that:

169 Petitioner shall retain/take possession and shall become the sole owner of said
170 Respondent real estate

171 Petitioner shall vacate the marital residence by _____.
172 Respondent

173 Petitioner shall be responsible for all payments related property taxes and
174 Respondent homeowners insurance and shall receive the deductions for mortgage
interest and taxes.

175 Petitioner shall transfer, by Quitclaim Deed, his/her interest in said real estate
176 Respondent to the party retaining possession of the marital residence by
177 _____.

178 Petitioner agrees to refinance the mortgage debt related to the marital residence
179 Respondent and make a good faith effort to obtain a release of the other party on

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said debt on the earliest possible date. Upon release of the other party from mortgage debt, the other party shall transfer, by Quitclaim Deed, his/her interest in said real estate. The party assuming responsibility for mortgage agrees to hold the other party harmless from all liability, expense, attorney fees, loss or damages which may be a result of a failure to make payments on said mortgage debt.

Other:

The parties are jointly responsible on a lease for a residence located at _____, and the parties agree that:

Petitioner shall retain possession of the leased premises, be responsible for the remaining rental payment and fees due under said lease, and
 Respondent agrees to hold the other party harmless from all liability, expense, attorney fees, loss or damage which may be a result of the failure to make required payments under said lease.

Petitioner shall vacate the leased residence by _____.
 Respondent

Other:

16. Change of names:

Petitioner would like the following former name restored and shall hereinafter be known as:

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Respondent would like the following former name restored and shall hereinafter be known as:

Neither Petitioner nor Respondent requests a name change.

17. The marriage has suffered an irretrievable breakdown and should be dissolved.

We affirm under the penalties of perjury that the foregoing representations are true.

Petitioner's Signature

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, _____, a notary public in and for _____ County, State of Indiana, personally appeared _____, and being first duly sworn upon his/her oath, says that the facts alleged in the foregoing instrument are true.

Date: _____

Notary Public

My Commission Expires: _____

Respondent's Signature

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, _____, a notary public in and for _____ County, State of Indiana, personally appeared _____, and being first duly sworn upon his/her oath, says that the facts alleged in the foregoing instrument are true.

Date: _____

Notary Public

My Commission Expires: _____

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18. Findings of the Court:

- The parties have disclosed all relevant documents and exchanged all information on value of property, pensions, real estate, and other assets and debts. This document represents an agreement submitted by the parties for approval by the Court. The parties have submitted a waiver of final hearing and have agreed that the property distribution provisions of this agreement represent a just and reasonable division of the marital estate and debts.

- The Court, having held a hearing during which both parties appeared and presented evidence, now finds that the property distribution provisions of this order:
 - constitute a presumptive equal division of marital property and is therefore just and reasonable.

 - do not constitute the presumptive equal division of marital property, however are, for the reasons set forth below, just and reasonable:

IT IS THEREFORE ORDERED by the Court that the parties' marriage is hereby dissolved.

Date: _____ Judge _____

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Distribution:

Petitioner's Name and Mailing Address:

Respondent's Name and Mailing Address:
