

IN THE SUPERIOR COURT OF FLOYD COUNTY,
STATE OF GEORGIA

_____)	
Plaintiff,)	
)	
v.)	CIVIL ACTION FILE
)	
_____)	No. _____
Defendant)	

SETTLEMENT AGREEMENT WITHOUT MINOR CHILDREN

We, _____ (referred to here as “Plaintiff”) and
_____ (referred to here as “Defendant”) certify the
following statements are true:

- A. We are married but are now living in a state of separation because of irreconcilable differences with no chance of staying together;
- B. We do not have any minor children together AND the Plaintiff/Defendant is not pregnant; and
- C. We have freely and voluntarily defined our respective rights and obligations with respect to alimony, property, assets, debts, and so forth in good faith and full disclosure.

THEREFORE, in in consideration of the mutual promises and declarations in this agreement, the parties AGREE AS FOLLOWS:

1. Separation

The parties shall continue to live apart and each one shall be from all interference and control by the other, as if unmarried, and each may reside at such places as her or she may choose.

2. Alimony

[*Check only one of the following, either a), b), or c).*]

[*Note: If alimony is to be paid, please submit an Income Deduction Order to Pay Alimony.*]

- a) Each party expressly waives the right to receive alimony from the other party.
- b) The parties wish for the Court to determine alimony.

- c) The _____ shall pay to the _____ in alimony the sum of \$ _____ per [*select one*] month; semi-monthly; biweekly; or weekly **BEGINNING** on _____ and **CONTINUING UNTIL**:
- The recipient remarries or dies **OR** For a period of _____

3. Property Division

[*Check only one of the following, either a), b), or c).*]

- a) We have already divided our marital property and we are both satisfied with the division. Neither party shall claim any of the property currently in possession of the other party as of the date of signing this agreement.
- b) The Defendant and I did not acquire property together during our marriage.
- c) The Defendant and I acquired the following property during our marriage, and we agree to transfer possession and title as follows:

- (1) **Marital Home** located at _____ shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of _____.

[*Check the following if applicable*]

- (A) The _____ shall have a lien against the home in the amount of \$_____. Upon the sale or transfer of the home, the lien shall be paid.
- (B) The _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the _____ shall no longer be liable on the mortgage loan(s). If the _____ is not able to refinance by _____, 20____, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

- (2) **Other Real Estate**, located at: _____ shall be conveyed to the _____.

- (3) **Motor Vehicles**: The party listed below for each vehicle shall assume responsibility for all car loan payments, taxes, insurance, and other fees.

<u>Year/Make/Model of Vehicle</u>	<u>Goes to</u>
_____	_____
_____	_____
_____	_____

(4) **Bank Accounts and/or Other Investments:**

<u>Account</u>	<u>Goes to</u>
_____	_____
_____	_____
_____	_____

(5) **Other Personal Property:** The parties acknowledge that the following property shall be transferred to the other party on or before _____, 20 ____.

To the Plaintiff: _____
_____.

To the Defendant: _____
_____.

(6) We have listed additional property on a separate paper that we have attached to this *Settlement Agreement*.

Except as otherwise provided in this Agreement, the transfers listed above shall be completed no later than _____, 20____, and each party shall execute all documents necessary to promptly complete the transfer. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement, except as provided in this Agreement.

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired.

4. Debts

[*Check only one of the following, either a) or b).*]

- a) The parties acknowledge that they have no outstanding debts together.
- b) The responsibility for payment of the parties' joint debts shall be as follows:

<u>Creditor</u>	<u>Balance Owed</u>	<u>Who Should Pay</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all fees and costs of collection which the other party may incur as a result of the legal action.

5. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties. Except as specifically provided herein, no modification or waiver of the terms of this Agreement shall be made except with the express written consent of the other party, and each party hereby waives any past, present or future claim or right which he may have against the other party.

6. Effect of Divorce

Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the Court and incorporated by reference into any judgment concerning the matters above by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

Plaintiff [*Sign in front of a Notary*]
Name [*Print*]: _____

Defendant [*Sign in front of a Notary*]
Name [*Print*]: _____

Sworn to and signed before me, this
____ day of _____, 20____.

Sworn to and signed before me, this
____ day of _____, 20____.

NOTARY PUBLIC
My commission expires: _____

NOTARY PUBLIC
My commission expires: _____