

MARITAL SETTLEMENT AGREEMENT

AGREEMENT made on this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Wife"), who resides at _____ [insert full residential address of Wife] and _____ (hereinafter referred to as "Husband"), who resides at _____ [insert full residential address of Husband].

WHEREAS, we were married on the _____ day of _____, _____, in _____, State of _____, and we now mutually desire to dissolve our marriage and mutually agree to live permanently separate and apart from each other, as if we were single;

WHEREAS, we each have exercised good faith and have made fair, accurate, and complete disclosure to each other regarding all financial and property matters pertaining to this marital settlement agreement;

WHEREAS, we mutually desire to settle by agreement all matters regarding our marital affairs, child custody and visitation, personal and real property, and finances;

WHEREAS, we mutually intend this agreement to be a final disposition regarding the marital issues addressed herein and intend that this agreement be incorporated into any subsequent DECREE OF DIVORCE .

THEREFORE, in exchange for the mutual promises herein contained, we agree to live separately and to divide our property and finances according to the following mutually agreed upon terms and conditions:

1. CHILDREN

Husband and Wife have the following child(ren) born or adopted into their marriage:

Name: _____ Date of Birth: _____
Name: _____ Date of Birth: _____
Name: _____ Date of Birth: _____
Name: _____ Date of Birth: _____

A. CUSTODY

To settle all issues in relation to custody in a manner consistent with the best interest of the child(ren), Husband and Wife agree as follows:

Husband shall have sole custody of _____

_____.

Wife shall have sole custody of _____

_____.

Husband and Wife shall have joint custody of _____

_____.

B. VISITATION

To settle all issues in relation to the visitation rights in a manner consistent with the best interest of the child(ren), Husband and Wife agree as follows:

- 1) Husband shall have the following rights of visitation:

Weekends:

Husband shall have visitation rights on the following days and times [*choose one:*] _____ each weekend
OR _____ every other weekend:

Weekdays:

Husband shall have visitation rights on the following days and times during [*choose one:*] _____ each
week OR _____ every other week:

Yearly Vacation:

Husband shall have visitation rights for the following vacation periods each year:

Holidays (Even-Numbered Years):

Husband shall have visitation rights for the following holidays during even-numbered years:

Holidays (Odd-Numbered Years):

Husband shall have visitation rights for the following holidays during odd-numbered years:

Other Visitation Rights:

Husband shall have the following additional visitation rights:

_____.

2) Wife shall have the following rights of visitation:

Weekends:

Wife shall have visitation rights on the following days and times [*choose one:*] _____ each weekend OR
_____ every other weekend:

Weekdays:

Wife shall have visitation rights on the following days and times during [*choose one:*] _____ each week
OR _____ every other week:

Yearly Vacation:

Wife shall have visitation rights for the following vacation periods each year:

Holidays (Even-Numbered Years):

Wife shall have visitation rights for the following holidays during even-numbered years:

Holidays (Odd-Numbered Years):

Wife shall have visitation rights for the following holidays during odd-numbered years:

Other Visitation Rights:

Wife shall have the following additional visitation rights:

2. REAL ESTATE

A. RESIDENCE

Husband shall reside at

Wife shall reside at

B. HOMESTEAD

Husband and Wife own the following real property as their family residence, located at

Husband and Wife agree that _____ shall continue to reside at the above mentioned family residence.

Rights, responsibilities and expenses regarding the above mentioned family residence shall be distributed as follows:

1) Title:

Husband shall have the following rights of title and ownership in the family residence:

Wife shall have the following rights of title and ownership in the family residence:

2) Expenses, Mortgage and Maintenance:

Husband shall be responsible for and pay the following expenses regarding the family residence:

Wife shall be responsible for and pay the following expenses regarding the family residence:

C. OTHER REAL ESTATE

Husband and Wife jointly own the following other real estate to be divided as follows:

1) To Husband:

2) To Wife:

3. PERSONAL PROPERTY

A. HOUSEHOLD GOODS

Husband and Wife jointly own the following household goods to be divided as follows:

1) To Husband:

2) To Wife:

B. AUTOMOBILES

Husband and Wife jointly own the following automobiles to be divided as follows:

1) To Husband:

2) To Wife:

C. OTHER PERSONAL PROPERTY

Husband and Wife own the following other personal property to be divided as follows:

1) To Husband:

2) To Wife:

4. BANK ACCOUNTS

Husband and Wife jointly hold the following bank accounts:

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

The above mentioned accounts shall be divided as follows:

1) To Husband:

2) To Wife:

5. DEBTS

Husband and Wife jointly hold the following debts outstanding:

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

The above mentioned debts shall be divided as follows:

1) Husband agrees to pay and assume all responsibility for the following debts:

2) Wife agrees to pay and assume all responsibility for the following debts:

Husband and Wife agree that from the date of this agreement, neither shall assume any joint debt or liability. Husband and Wife agree that each shall be individually responsible for all debts that he or she acquires subsequent to the date of this agreement.

6. TAX LIABILITY

A. Husband and Wife agree that any joint tax liability shall be assumed as follows:

1) By Husband:

2) By Wife:

B. The custodial parent shall have the sole right to claim as a dependent for state and federal income tax purposes any child over which he or she has custody. In the event of joint custody, the Husband and Wife agree as follows with respect to who shall hold this right:

7. LIFE INSURANCE

A. Husband owns the following life insurance policies naming Wife as beneficiary:

_____ (Policy Number)

_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)

_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)

_____ (Policy Amount)

(Name and Address of Institution)

Husband agrees that Wife [*check one:*] _____ shall, or _____ shall not remain the beneficiary of the following life insurance policies:

B. Wife owns the following life insurance policies naming Husband as beneficiary:

_____ (Policy Number)

_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)

_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)

_____ (Policy Amount)

(Name and Address of Institution)

Wife agrees that Husband [*check one:*] _____ shall, or _____ shall not remain the beneficiary of the following life insurance policies:

8. HEALTH INSURANCE

Husband and Wife agree as follows in relation to their respective health care coverage:

9. SPOUSAL SUPPORT

A. Husband shall pay to Wife spousal support in the sum of _____ dollars (\$_____), _____ [*specify "weekly" or "monthly"*], beginning on the _____ day of _____, 20 _____. Husband shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

_____.

B. Wife shall pay to Husband spousal support in the sum of _____ dollars (\$_____), _____ [specify "weekly" or "monthly"], beginning on the _____ day of _____, 20 _____. Wife shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

10. CHILD SUPPORT

A. Husband shall pay to Wife child support in the sum of _____ dollars (\$_____) per child, _____ [specify "weekly" or "monthly"], beginning on the _____ day of _____, 20 _____. Husband shall continue to pay this sum for a period of _____ or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

B. Wife shall pay to Husband child support in the sum of _____ dollars (\$_____) per child, _____ [specify "weekly" or "monthly"], beginning on the _____ day of _____, 20 _____. Wife shall continue to pay this sum for a period of _____ or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

C. All payments of child support pursuant to this agreement shall be made and delivered in the following manner: [choose one:] _____ All payments of child support shall be paid directly through the appropriate state agency, official, or court designated by the laws of the State of Mississippi to receive and disburse such child support payments, or _____ All payments of child support shall be made directly to the parent to whom the child support payments are due; however, the parent to whom payments are due reserves the right to require, upon written notice to the paying parent, such child support payments to be paid directly to the appropriate state agency, official, or court designated by the laws of the State of Mississippi to receive and disburse such child support payments.

D. In the event the obligated parent's income increases, the amount of child support shall be increased proportionately, and such increase shall be computed effective the date of the increase.

E. As additional child support, the obligated parent shall maintain medical and dental insurance on behalf of each child and shall pay any medical expenses not covered by said insurance.

F. As additional child support, the obligated parent [*choose one:*] _____ shall or _____ shall not pay one-half of the amount needed for each child's college education.

11. LEGAL NAME

Husband and Wife agree that upon the court's ordering a DECREE OF DIVORCE , Wife shall have the right to retain her married name or shall also have the right to return to her maiden or former name: _____ [*insert Wife's maiden name*].

12. FINAL AGREEMENT

This agreement sets forth the entire agreement and understanding between the Husband and Wife relating to the settlement of martial property and finances and supersedes all prior discussions between us. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

13. ACKNOWLEDGEMENT

Husband and Wife acknowledge that each has entered into this agreement in good faith, without any duress or undue influence. Each understands his or her right to seek independent counsel regarding this agreement, and each has had the opportunity to seek independent counsel prior to signing this agreement.

14. CHOICE OF LAW

Husband and Wife agree that this agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

Signed and dated this _____ day of _____, 20____.

Wife

Husband

Witness #1 for Wife

Witness #1 for Husband

Witness #2 for Wife

Witness #2 for Husband

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF _____

This document was acknowledged before me on _____ [Date] by
_____ [name of principal].

[Notary Seal, if any]:

(Signature of Notarial Officer)

Notary Public for the State of Mississippi

My commission expires: _____