

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____ ,	§	
Plaintiff,	§	
v.	§	
_____ ,	§	CIVIL ACTION
Defendant.	§	FILE NO. _____

SETTLEMENT AGREEMENT

This is an agreement by and between _____ (hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband").

WHEREAS, the parties are married but are currently living in a bona fide state of separation;

WHEREAS, the parties desire to settle between themselves all questions of division of property, alimony, and all other rights and obligations arising out of their marital relationship;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows;

1.

Separation

The parties shall continue to live separate and apart and each shall be free from interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

2.

Alimony

(Check only ONE either A, B, or C)

- A. (____)The Husband **or** (____)Wife shall pay to the (____)Husband **or** (____)Wife as alimony the sum of \$_____ per week/ month, to be paid beginning on _____ [date] and to continue thereafter until the (____) Husband **or** (____)Wife remarries or dies.
- B. The (____)Husband **or** (____)Wife shall pay to the (____)Husband **or** (____)Wife as alimony the sum of \$_____ per week/ month, to be paid beginning on _____ [date] and to continue thereafter until the following date: the _____ day of _____ [month], _____ [year].
- C. The parties hereby expressly waive (give up) alimony for the past, present, and future.

3.

Division of Property

(Check only ONE either A, B, or C)

- A. The parties acknowledge that they have no marital property to divide.
- B. The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment, and other such property. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.
- C. The parties acknowledge that they possess various items of jointly owned property which shall be divided as follows:

1. To the Wife:

2. To the Husband:

4.

Division of Debts (Check only ONE either A or B)

- A. The parties acknowledge that they have no outstanding joint debts.
- B. The parties agree to the division of debts as indicated below:

Creditor:	Amount:	Responsible Party:

The responsible party will repay the non-responsible party for any collection on these

obligations. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT HAS NO EFFECT ON THE RIGHTS OF ANY CREDITOR.**

5.

Name Restoration

- The Wife desires to have her name restored to her full prior or maiden name, to wit: _____.

6.

Binding Agreement

The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence. This agreement is the entire understanding of the parties and there are no verbal agreements outside of this written contract.

7.

Enforceability

It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either party shall bring or maintain an action for dissolution of the marital relationship, this Agreement shall be presented to the court and incorporated by reference into judgment or decree concerning the matters provide herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

IN WITNESS WHEREOF, the parties have signed their names on the date hereinafter set forth.

Signature of Plaintiff (in the presence of a Notary Public)

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

Notary Public

My Commission Expires: _____

_____ Plaintiff's Mailing Address				City	State	Zip
Plaintiff's home phone: _____		Alternate number: _____				
Plaintiff's Email Address: _____						
please print legibly						

Signature of Defendant (in the presence of a Notary Public)

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

Notary Public

My Commission Expires: _____

_____ Defendant's Mailing Address				City	State	Zip
Defendant's home phone: _____		Alternate number: _____				
Defendant's Email Address: _____						
please print legibly						