

[REDACTED]

[REDACTED]

Attorneys for Defendant

[REDACTED]

IN THE [REDACTED] COURT OF THE [REDACTED] CIRCUIT

STATE OF [REDACTED]

[REDACTED],

Plaintiff,

vs.

[REDACTED],

Defendant.

[REDACTED]

Agreement Incident to Divorce

Judge: [REDACTED]
Hearing: [REDACTED]

AGREEMENT INCIDENT TO DIVORCE

THIS AGREEMENT made and entered into [REDACTED], by
and between [REDACTED], hereinafter referred to as Plaintiff, and
[REDACTED], hereinafter referred to as Defendant.

WITNESSETH:

WHEREAS, the parties were lawfully married on [REDACTED] in the
County of [REDACTED], State of [REDACTED] and ever since have been and now are husband and
wife; and

WHEREAS, there are no minor children of the marriage:

WHEREAS, differences have arisen between the parties and they are now and have been living separate and apart; and

WHEREAS, it is the mutual wish and desire of the parties to effect, in incident of divorce, a final and complete settlement of claims for allocation of responsibility for existing and contingent liabilities, and such other matters as may be relevant to the dissolution of their marriage and to each other;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, it is agreed as follows:

1. WAIVER OF ALIMONY

Each party agrees to waive any rights to alimony in consideration of the other provisions in this Agreement Incident to Divorce.

2. REAL PROPERTY

Plaintiff shall

3. DEBT

Both parties agree that the Plaintiff will continue to assume all Plaintiff's debts and the Defendant will continue to assume all of Defendant's debts with no offset to the other party.

4. PERSONAL EFFECTS

The Plaintiff shall

5. BANK ACCOUNTS AND CASH

Each party is awarded his or her cash on hand and his or her sole checking, savings, credit union and other depository accounts.

6. VEHICLES

Defendant is awarded sole possession of the vehicle presently in her possession.

Plaintiff is awarded sole possession of the vehicle presently in his possession.

The Director of Finance of the County of [REDACTED] is ordered to transfer title to vehicles accordingly if either party fails to sign transfer documents within five days of presentation.

7. RETIREMENT

The parties shall each be awarded his or her retirement benefits accrued to date, and henceforth, in connection with his or her employment, be those benefits vested, not vested, mature or immature, and neither party shall have any present or future claim to the other's retirement benefits.

8. MAIDEN NAME

Plaintiff will resume the use of her maiden name and be known hereafter as [REDACTED]

9. ATTORNEY'S FEES AND COSTS

Each party shall be responsible for his or her own attorney's fees and costs, with no offset to the other party.

10. COMPLIANCE

Each party affirms that on the date he or she executed this Agreement, the other party was in full compliance with all prior Orders and Agreements herein.

11. NECESSARY DOCUMENTS

Each party shall execute every document necessary to give full effect to the provisions of this Agreement. Upon reasonable demand, each party shall provide the other party with evidence necessary to establish that the provisions of this Agreement have been complied with. In the event that either of the parties refuses or is unable to comply, the parties agree that the Court, pursuant to Rule 70(a), [REDACTED] Court Rules, may direct the Chief Clerk of the [REDACTED] Circuit Court to do all acts and sign all documents on behalf of the failing party necessary to give full force and effect to the provisions of this Agreement.

12. MODIFICATION AND WAIVER

Except as provided by law, this Agreement may be modified by the parties by a subsequent writing signed by both parties. The failure of either party to insist upon strict performance of any provision of the Agreement shall not be deemed a waiver of the right to insist upon strict performance. Any ambiguity in this Agreement shall be construed by the Court to effectuate the apparent intention of the parties at the time this Agreement was executed.

13. ENTIRE AGREEMENT

This Agreement contains all of the terms of the Agreement the parties have made incident to their divorce.

14. VOLUNTARY EXECUTION

Each party acknowledges that he or she has voluntarily executed this Agreement with sufficient knowledge of the facts and the law, and that this Agreement is fair and reasonable.

15. BENEFIT

This Agreement shall be binding upon the parties, and their personal and legal representatives and assigns.

16. INCORPORATION OF AGREEMENT IN DECREE

This Agreement is effective on the date of the signature of the party to sign. The parties urge the Court to approve this Agreement and make this Agreement a part of the decree divorcing the parties.

[REDACTED]
[REDACTED]
Plaintiff [REDACTED]

[REDACTED]
[REDACTED]
Defendant [REDACTED]

APPROVED AS TO FORM AND CONTENT:

My Commission Expires:

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Agreement Incident to Divorce

Doc. Date: _____

No. of Pages: _____ Jurisdiction: [REDACTED] Circuit Court, State of [REDACTED]

Signature of Notary Date of Notarization and Certification Statement

Printed Name of Notary (Official Stamp or Seal)

Date Commission Expires

STATE OF [REDACTED])
COUNTY OF [REDACTED]) SS:

On this [REDACTED], before me personally appeared [REDACTED]
[REDACTED], to me known to be the person described in and who executed the
foregoing instrument titled AGREEMENT INCIDENT TO DIVORCE for [REDACTED]
[REDACTED], consisting of a total of _____ pages. Said person described herein executed
the foregoing instrument and acknowledged that she executed the same as her free act
and deed.

Name:
Notary Public, State of [REDACTED]

My Commission Expires:

NOTARY CERTIFICATION STATEMENT

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