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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, 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 JUDGEMENT FOR 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. 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:

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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:

2. 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

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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:

3. 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)

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(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:

4. 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)

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(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.

5. TAX LIABILITY

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

1) By Husband:

2) By Wife:

6. LIFE INSURANCE

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

(Policy Number)

(Policy Amount)

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(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)

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(Name and Address of Institution)

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

s_____

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7. HEALTH INSURANCE

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

r_____

a
8. SPOUSAL SUPPORT

t 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:

i_____

o 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:

n_____

9. LEGAL NAME

Husband and Wife agree that that upon final divorce or dissolution of the marriage, 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].

10. 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

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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.

11. 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.

12. CHOICE OF LAW

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

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 NEW YORK

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 New York

My commission expires: _____