IN THE SUPERIOR COURT OF COWETA COUNTY
STATE OF GEORGIA
FAMILY DIVISION

Petitioner: John Doe

And

Respondent: Jane Doe

Civil Action File No: _____

SEPARATION AGREEMENT

This is an Agreement by and between John Doe (hereinafter referred to as "Petitioner") and Jane Doe (hereinafter referred to as "Respondent").

WITNESSETH

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

WHEREAS, there are three (3) minor children born of this marriage, Janie Marie Doe, born February 8, 1993, Janine Marie Doe, born September 15, 1997 and John Doe, II, born May 4, 2001.

WHEREAS, Respondent is not now pregnant.

WHEREAS, the parties desire to settle between themselves all questions of custody, child support, 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.

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2. CUSTODY

A. The parties shall have joint legal custody of their minor children. It is the parties' intention that each shall have a full and active role in providing a sound moral, social, economic, religious, and educational environment for the minor children. The parties shall consult with each other with regard to issues relating to, but not limited to, religious upbringing, educational programs, significant changes in social environment and non-emergency health care of the minor children. In accepting the conditions conferred by this custodial arrangement by each party, each specifically recognizes that these conditions shall not be exercised for the purpose of frustrating, denying, or controlling in any manner, the social development of the other party. The parties agree to exert their best efforts to work cooperatively in future plans consistent with the best interests of the minor children and agree to amicably resolve any disputes which may arise.

B. Respondent shall have primary physical custody of the minor children subject to Petitioner's rights of visitation as detailed in the parties' *Parenting Plan*.

3. CHILD SUPPORT

(Note: This section <u>must</u> be completely filled out. The court cannot approve the divorce unless the child support arrangement is within the guidelines in OCGA §19-6-15, or a proper reason is explained in this section for a support amount outside the guidelines.)

A. The Petitioner shall pay the Respondent, for the support of the minor children, the sum of $1,434.97 monthly beginning on January 1, 2013. The child support shall continue monthly thereafter until each child becomes eigthteen years old while enrolled in and attending secondary school on a full-time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first .

<u>Application of Child Support Guidelines</u>. The Child Support Addemdum, Child Support Worksheet and appropriate schedules have been attached and are hereby made a part of this order.

B. The parties agree that each party shall claim one minor child as an exemption for tax purposes each and every year.

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4. INCOME DEDUCTION ORDER – CHILD SUPPORT

The parties agree that an Income Deduction Order for child support is not immediately necessary.

5. OTHER EXPENSES FOR THE CHILDREN

A. The parties agree that Petitioner shall be responsible for any and all extracurricular activity expenses incurred by or on behalf of the minor children.

B. The parties agree that Petitioner shall be responsible for any and all educational expenses incurred by or on behalf of the minor children.

C. The parties agree that Respondent shall provide health insurance coverage for the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then insurance shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

1. The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.
2. All money received by one of the parties for claims processed under the insurance policy shall be paid to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider within five (5) days of the party receiving the money, if the provider has not been paid by one of the parties.

D. Any uninsured medical expenses incurred by or on behalf of the minor children shall be paid by Petitioner.

6. LIFE INSURANCE FOR BENEFIT OF CHLDREN

The minor children depend on the Petitioner for financial support, and therefore the Petitioner agrees to maintain a policy of insurance on his life, with a face amount of as least $50,000.00, for the benefit of the minor children. The policy shall be maintained

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for so long as at least one (1) of the children is a minor or is otherwise entitled to support under paragraph three (3) of the Agreement.

7. ALIMONY

Petitioner shall pay to Respondent the sum of $123.45 monthly, starting January 1, 2013 and ending January 1, 2020 as alimony. The Petitioner will claim a tax deduction for the alimony paid.

8. INCOME DEDUCTION ORDER – ALIIMONY

The parties agree that an Income Deduction Order for alimony is not immediately necessary.

9. MARITAL PROPERTY

A. The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment and other such personalty. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.

B. The parties agree that Petitioner shall be awarded the following property free and clear of any right, title or interest of Respondent:

i. Fifty percent (50%) of the proceeds from the sale of the Real property located at 100 Main Street, [CITY], GA [ZIP]: estimated market value of $340,000.00;

ii. Any and all personal property, tangible and intangible, in his possession.

C. The parties agree that Respondent shall be awarded the following property free and clear of any right, title or interest of Petitioner:

i. Fifty percent (50%) of the proceeds from the sale of the Real property located at 100 Main Street, [CITY], GA [ZIP]: estimated market value of $340,000.00;

i. Any and all personal property, tangible and intangible, in her possession.

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D. Except as otherwise specifically provided in this Agreement, that transfers listed above shall be completed no later than _____, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete the transfers required by this Agreement, this Agreement shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this Agreement, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property, Neither party shall claim any of the property in the possession of the other party as of the date of singing this agreement, except as provided in this Agreement.

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10. DEBTS

A. Petitioner shall be solely responsible for the following debt and shall hold Respondent harmless thereon:

i. Fifteen percent (15%) of Capital One: estimate balance of $3,340.00;
ii. Ten percent (10%) of Dillard's: estimate balance of $2,230.00;
iii. Fifteen percent (15%) of Kohl's: estimate balance of $1,170.00;
iv. Wells Fargo: estimate balance of $3,000.00;
v. Visa: estimate balance of $400.00;
vi. Any and all debts in his name alone.

B. Respondent shall be solely responsible for the following debts and shall hold Petitioner harmless thereon:

vii. Eighty-Five percent (85%) of Capital One: estimate balance of $3,340.00;
viii. Ninety percent (90%) of Dillard's: estimate balance of $2,230.00;
ix. Eighty-Five percent (85%) of Kohl's: estimate balance of $1,170.00;
x. Sears: estimate balance of $400.00;

xi. Wells Fargo: estimate balance of $22,253.00;

xii. Any and all debts in her name alone.

11. MAIDEN NAME

Respondent desires to be restored to her former name, Jane Marie Buck.

12. TAX AND BANKRUPTCY CONSTRUCTION OF 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. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal of child support and maintenance. Alternatively, the payments shall be nondischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

13. VOLUNTARINESS OF 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. We understand that we do no have to enter into this Agreement, that we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand that we have the right to certain discovery procedures that may reveal other income or assets of the other party. We have agreed to enter into this Agreement based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering all of this, we have decided to enter into this Agreement freely and voluntarily.

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14. COMPLETENESS OF AGREEMENT

The Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein. Each party hereby states under oath that the financial representations in this Agreement are accurate and complete, to the best of that party's information, knowledge and belief.

15. EFFECT OF DIVORCE

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 any judgment or decree concerning the matters provided herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

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IN WITNESS WHEREOF, the parties have signed their names this _____ day of _____, 201__, as to the Respondent and this _____ day of _____, 201__, as to the Petitioner.

_____
John Doe, Petitioner, Pro Se

Sworn to and subscribed before me, this
_____ day of _____, 201__.

_____
Notary Public
My commission expires: _____

_____
Jane Doe, Respondent, Pro Se

Sworn to and subscribed before me, this
_____ day of _____, 201__.

_____
Notary Public
My commission expires: _____

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