STATE OF SOUTH CAROLINA)
)
COUNTY OF [COUNTY])
)
John Doe)
Plaintiff(s))
)
vs.)
)
Jane Doe)
Defendant(s))

IN THE FAMILY COURT
[#] ST JUDICIAL COURT

FAMILY COURT COVERSHEET

Docket No. _____

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for docketing purposes for the Clerk of Court and must be signed and dated, and filled out completely. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

Submitted By: **John Doe**
Address: **100 Main Street**
[City], SC [Zip]
Email:

SC Bar #: **Pro Se**
Telephone #: **(555) 555-1234**
Fax #:
Other:

DOCKETING INFORMATION (Check one box below if filing in a Mandatory Mediation County)

☐ This case is subject to **MEDIATION** pursuant to the Family Court Alternative Dispute Resolution Rules.
☑ This case is exempt from ADR (certificate attached).

Nature of Action Codes
(Check One)

Marital Dissolution

- ☑ Divorce (110)
- ☐ Annulment (120)
- ☐ Separate Support & Maintenance (130)
- ☐ Registration of Foreign Divorce Decree (190)
- ☐ Marital Dissolution – Other (199) _____

Abuse and Neglect

- ☐ Abuse and Neglect – Child (210)
- ☐ Abuse and Neglect – Adult (220)
- ☐ Abuse and Neglect – Other (299) _____

Juvenile Delinquency

- ☐ Truancy (311)
- ☐ Incorrigible (312)
- ☐ Runaway (313)
- ☐ Criminal Offense 320)
- ☐ Juvenile Delinquency – Other (399) _____

Protection from Domestic Abuse

- ☐ Domestic Abuse – Intimate Partner (410)
- ☐ Domestic Abuse – Minor (420)
- ☐ Registration of Foreign Order of Protection (490)
- ☐ Domestic Abuse – Other (499) _____

Support

- ☐ Child Support – Private (501)
- ☐ Child Support – Administrative Process (502)
- ☐ Child Support – Judicial Process (503)
- ☐ Registration of Foreign Order of Support (504)
- ☐ UIFSA – Outgoing (505)
- ☐ UIFSA – Incoming (506)
- ☐ Modification of Child Support – Private (507)
- ☐ Modification of Child Support – DSS (508)
- ☐ Modification of Alimony (525)
- ☐ College Expenses (530)
- ☐ Support – Other (599) _____

Custody/Visitation

- ☐ Child Custody/Visitation (610)
- ☐ Modification of Custody/Visitation (615)
- ☐ Registration of Foreign Child Custody Order (690)
- ☐ Custody/Visitation – Other (699) _____

Miscellaneous Actions

- ☐ Name Change (710)
- ☐ Name Change (710)
- ☐ Judicial Bypass (730)
- ☐ Adoption (740)
- ☐ Foreign Adoption (741)
- ☐ Post Dissolution Equitable Distribution (750)
- ☐ Paternity – Private (761)
- ☐ Paternity – DSS (762)
- ☐ Termination of Parental Rights – Private (771)
- ☐ Termination of Parental Rights – DSS (772)
- ☐ Miscellaneous Actions – Others (799) _____

Submitting Party Signature: _____ **Date:** _____

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

SCCA 467 (06/2010)

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Custodial Parent (if applicable): Jane Doe and John Doe

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lexington, Richland, and Pickens (Family Court Only), Union and York Counties

SUPREME COURT RULES REQUIRE MEDIATION OF ALL CONTESTED DOMESTIC RELATIONS ACTIONS. IF THE DOCKETING INFORMATION ON PAGE 1 OF THIS COVERSHEET INDICATES THAT THIS CASE IS SUBJECT TO **MEDIATION** YOU ARE NOTIFIED THAT MEDIATED SETTLEMENT CONFERENCES ARE REQUIRED IN THIS CASE, AND THAT THE COURT-ANNEXED ADR RULES SHALL APPLY TO ALL CASES IN WHICH MEDIATION IS REQUIRED. FOR ADDITIONAL INFORMATION CONCERNING THE PROCESS AND TIME FRAMES, PLEASE CONSULT THE ADR RULES. KEY SECTIONS OF THE RULES ARE IDENTIFIED BELOW.

CONTESTED ACTIONS INVOLVING CUSTODY AND VISITATION:

Rule 3	Actions Subject to ADR
Rule 4(d)(1)(3)(4)&(5)	Appointment of Mediator by Family Court
Rule 5(g)	Scheduling in Family Court
Rule 6(g)	Agreement in Family Court
Rule 7(f)	Reporting Results of Conference
Rule 9	Compensation of Neutral

ALL OTHER CONTESTED ACTIONS:

Rule 3	Actions Subject to ADR
Rule 4(d)(2)(3)(4)&(5)	Appointment of Mediator by Family Court
Rule 5(g)	Scheduling in Family Court
Rule 6(g)	Agreement in Family Court
Rule 7(f)	Reporting Results of Conference
Rule 9	Compensation of Neutral

Indigent Cases. Where a mediator has been appointed, a party may move before the Chief Judge for Administrative Purposes to be exempted from payment of neutral fees and expenses based upon indigency. Applications for indigency shall be filed no later than ten (10) days after the ADR conference has been concluded. Determination of indigency shall be in the sole discretion of the Chief Judge for Administrative Purposes.

Please Note: Attendance at mediated settlement conferences is mandatory. You must comply with the Supreme Court rules regarding court-ordered mediation. Failure to do so may affect your case and may result in sanctions.

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Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

John Doe, Plaintiff,	)	**CERTIFICATE OF EXEMPTION**
vs.	)	
Jane Doe, Defendant.	)	Docket No. _____

I certify that this action is exempt from mediation based on the following:

☐ This is a contempt action.

☐ This action involves issues of custody or visitation, but these issues were submitted to mediation with a certified mediator prior to filing this action.

☐ Other showing of exception circumstances: _____

☐ Custody and visitation are not an issue in this action because there are no children.

☑ Custody and visitation are not contested in this action because the parties have agreed that custody shall be with (☑ Plaintiff/ ☑ Defendant) and that agreed visitation rights are as follows: All issues of custody, visitation and child support have been settled and memorialized in a Parenting Plan.

Date: _____

_____
Signature of Plaintiff, Pro Se
John Doe
100 Main Street
[City], SC [Zip]

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

John Doe, Plaintiff,	)	**COMPLAINT FOR DIVORCE** (One Year Continuous Separation)
vs.	)	
Jane Doe, Defendant.	)	Docket No. _____

Plaintiff, John Doe, would respectfully show this Court the following:

1. Subject matter jurisdiction

☐ Plaintiff is a resident of _____ County in the State of South Carolina, and has so resided in South Carolina for a period of time in excess of one year prior to the commencement of this action; or

☑ Plaintiff is a resident of [County] County and Defendant is a resident of [County] County in the State of South Carolina, and both have resided in South Carolina for a period of time in excess of three (3) months prior to the commencement of this action; or

☐ Plaintiff is a resident of _____ County, in the State of _____ and Defendant is a resident of _____ County, South Carolina, and Defendant has lived in South Carolina for more than one (1) year.

2. Plaintiff is informed and believes this Court has subject matter jurisdiction over the issues and personal jurisdiction over the parties in this action and that venue is proper in [County] County.

3. Plaintiff and Defendant were married to each other on January 1, 2000 (date) in [County] County, City of [City] in the State of South Carolina.

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4. Plaintiff and Defendant separated on or about January 1, 2011 (date). The parties have remained living separate and apart from each other without cohabitation for more than one (1) continuous year prior to filing this action.

5. There are:

☐ no minor children of this marriage and none are expected; or

☑ one (1) number of child(ren) were born of this marriage: namely

Name	Date of Birth
Ann Doe	January 1, 2001

6. The parties:

☐ have no marital property or

☑ have agreed as to how the marital property shall be divided.

7. The parties:

☐ have no marital debt or

☑ have agreed as to how the marital debt shall be divided.

8. Name Change

☑ The (☐ Plaintiff/ ☑ Defendant) requests to resume the former name of Jane Smith.

☐ The (☐ Plaintiff/ ☐ Defendant) does not request to resume the former name.

☐ The preference is unknown.

9. Plaintiff believes that this marriage is forever broken and that Plaintiff is entitled to a complete and final divorce, a *vinculo matrimonii*, from Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) of the Code of Laws of South Carolina, 1976, as amended.

10. The parties have agreed as to the alimony obligor, amount and time period for which payments shall be made.

11. There is no collusion (agreement to defraud the court) between the parties to get a divorce, and reconciliation of the parties is not possible.

Plaintiff asks that this Court to grant the following relief:

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A. **For an Order of divorce, a *vinculo matrimonii*, from Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) of the Code of Laws of South Carolina, 1976, as amended;**

B. **For all other just and proper relief.**

I affirm under the penalties of perjury that the statements and representations in the Complaint are true.

Date: _____, 20___.

_____, S.C.

_____
Signature of Plaintiff Pro Se

John Doe
Printed Name of Plaintiff

100 Main Street
Street Address

[City], SC [Zip]
City, State, Zip

(555) 555-1234
Telephone No.

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

FAMILY COURT OF THE
[#] ST JUDICIAL CIRCUIT

John Doe, Plaintiff,	)	**UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT AFFIDAVIT**
vs.	)	DOCKET NO. _____
Jane Doe, Defendant	)	

PLAINTIFF, John Doe, says as follows:

1. A. The name and present address of each minor child in this case is:

Ann Doe, January 1, 2001, living at 200 Main Street, [City], SC [Zip]

B. The addresses of where the minor child has resided within the last five (5) years are as follows:

Ann Doe, 100 Main Street, [City], SC [Zip] from 01/01/01 to 01/01/2011

2. The names and addresses of the custodians with whom the child has lived within the last five (5) years are:

John Doe of 100 Main Street, [City], SC [Zip] and Jane Doe of 200 Main Street, [City], SC [Zip]

3. I do not know of nor have I participated (as a party, witness, or in any other capacity) in any other court decision, order, or proceeding (including divorce, separate maintenance, child neglect, dependency, or guardianship proceedings) concerning the custody or visitation of the child, in this state or any other state.

4. I do not have information of any pending proceeding (including divorce, separate maintenance, child neglect, dependency, or guardianship proceedings) concerning the custody or visitation of the child, in this state or any other state.

5. I do not know of any person who is not already a party to this proceeding who has physical custody of, or who claims to have custody of or visitation rights with, the child.

6. The child's “home state” is South Carolina.

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I acknowledge a continuing duty to advise this court of any custody or visitation proceeding (including divorce, separate maintenance, child neglect, dependency, or guardianship proceedings) concerning the child in this state or any other state about which information is obtained during this proceeding.

I declare under penalty of perjury under the laws of the state of South Carolina that I have read the above Affidavit and I know it is true to my own knowledge, except as to those things stated upon information and belief, and as to those I believe it to be true.

Dated in _____(city), _____(state) on this _____day of _____, 20___.

Respectfully submitted,

_____

Signature of Plaintiff Pro Se
John Doe
100 Main Street
[City], SC [Zip]

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

John Doe Plaintiff, vs. Jane Doe Defendant.	)))))))	**SUMMONS FOR DIVORCE** (One Year Continuous Separation) Docket No. _____

To the **DEFENDANT Above Named:** Jane Doe

YOU ARE HEREBY NOTIFIED that you have been sued by the Plaintiff for DIVORCE in the Court indicated above. You must respond in writing to the attached Complaint for Divorce and serve a copy of your Answer on the Plaintiff at the address below within thirty (30) days after the service of this Summons upon you, not counting the day of service, or thirty-five (35) days if you were served by certified mail, restricted delivery, return receipt requested.

If you wish to retain an attorney to represent you in this matter, it is advisable to do so before submitting your Answer to the Plaintiff.

If you do not answer the Complaint within the required thirty (30) days, the Court may grant a DIVORCE and grant the Plaintiff the relief requested in the Complaint.

Date: _____, 20____ _____

Plaintiff's Signature

[City], S.C.

Address:
John Doe
100 Main Street
[City], SC [Zip]

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STATE OF SOUTH CAROLINA	)	IN THE FAMILY COURT
	)	[#] ST JUDICIAL CIRCUIT
COUNTY OF [COUNTY]	)	
John Doe, _____	)	**ACCEPTANCE OF SERVICE**
Plaintiff,	)	(One Year Continuous Separation)
vs.	)	
	)	
Jane Doe, _____	)	
Defendant.	)	Docket No. _____

Pursuant to Rule 4(j), SCRCP, I certify that I received a copy of the Family Court Cover Sheet, Certificate of Exemption, Summons, Complaint for Divorce, and Financial Declaration in this action on _____ (date) at the following location: _____.

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Date: _____, 20_____ _____

Defendant's Signature

_____, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

John Doe, Plaintiff,	)	**DEFENDANT'S ANSWER** (One Year's Continuous Separation)
vs.	)	
Jane Doe, Defendant.	)	Docket No. _____

The above named Defendant files the following Answer to the Complaint for Divorce.

1. As to paragraph 1 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 1 and states the following: _____.

Defendant denies the remaining allegations in paragraph 1.

2. As to paragraph 2 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 2 and states the following: _____.

Defendant denies the remaining allegations in paragraph 2.

3. As to paragraph 3 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 3 and states the following: _____.

Defendant denies the remaining allegations in paragraph 3.

4. As to paragraph 4 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation

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☐ admits so much of paragraph 4 and states the following: _____.

Defendant denies the remaining allegations in paragraph 4.

5. As to paragraph 5 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 5 and states the following: _____.

Defendant denies the remaining allegations in paragraph 5.

6. As to paragraph 6 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 6 and states the following: _____.

Defendant denies the remaining allegations in paragraph 6.

7. As to paragraph 7 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 7 and states the following: _____.

Defendant denies the remaining allegations in paragraph 7.

8. As to paragraph 8 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 8 and states the following: _____.

Defendant denies the remaining allegations in paragraph 8.

9. As to paragraph 9 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 9 and states the following: _____.

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Defendant denies the remaining allegations in paragraph 9.

10. As to paragraph 10 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 10 and states the following: _____.

Defendant denies the remaining allegations in paragraph 10.

11. As to paragraph 11 in the Complaint, Defendant

☑ admits each and every allegation
☐ denies each and every allegation
☐ admits so much of paragraph 11 and states the following: _____.

Defendant denies the remaining allegations in paragraph 11.

*****IF THE COMPLAINT CONTAINS MORE THAN 11 PARAGRAPHS, YOU MAY ADD ADDITIONAL PARAGRAPHS TO THIS FORM OR LIST THEM ON A SEPARATE PAGE.*****

BY WAY OF COUNTERCLAIM

1. Defendant incorporates into this Answer each defense, allegation, and admission that is set forth above.

2. Name Change

☑ Defendant requests to resume the former name of Jane Smith, pursuant to §20-3-180 of the Code of Laws of south Carolina, 1976, as amended.

☐ Defendant does not request to resume the former name.

3. In addition to the above statements, Defendant would ask the Court for the following:

4. Having fully answered the Complaint, Defendant requests this Court issue its order granting the parties' divorce, a *vinculo matrimonii*, on the ground of a one year's continuous separation.

5. For an Order of this Court granting Defendant name change pursuant to §20-3-180 of the Code of Laws of South Carolina, 1976, as amended (if applicable).

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_____
Defendant's Signature

Jane Doe
Printed Name of Defendant

200 Main Street
Street Address

[City], SC [Zip]
City, State, Zip

(555) 555-1234
Telephone No.

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

AFFIDAVIT OF SERVICE BY MAILING
(Answer)

John Doe,
Plaintiff,

vs.

Jane Doe,
Defendant.

Docket No. _____

Personally appeared the Defendant who stated that (s)he served the Plaintiff with a copy of the Answer by first class mail in the United States Mail, with proper postage attached, on _____, 20____ addressed as follows:

_____
_____
_____
_____

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

_____
Notary Public of South Carolina

My commission expires: _____

_____
Defendant

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

John Doe, Plaintiff,	)	**MARITAL SEPARATION AND PROPERY SETTLEMENT AGREEMENT**
vs.	)	DOCKET NO. _____
Jane Doe, Defendant.	)	

WHEREAS, John Doe *(full legal name)*, hereinafter referred to as "Husband," and Jane Doe *(full legal name)*, hereinafter referred to as "Wife," are now married, having been married on January 1, 2000, in [County] County, South Carolina; and

WHEREAS, the parties were separated on or about January 1, 2011, while residing in [County] County, South Carolina, and since that date have been living separate and apart; and

WHEREAS, there is one (1) child born of this marriage, Ann Doe, born January 1, 2001. The wife is not now pregnant; and

WHEREAS, as a result of differences that have arisen in the marriage of the parties they have chosen to live separate and apart. There is no chance of reconciliation. The parties make this Agreement to settle once and for all what the parties owe to each other and what the parties can expect to receive from each other; and

WHEREAS, the parties desire to make a mutually acceptable settlement of their rights, liabilities, obligations, and property rights arising out of and during the course of their marital relationship. No reconciliation is contemplated; and

WHEREAS, the parties agree to execute and exchange any papers that might be needed to complete this Agreement, including deeds, title certificates, bills of sale, etc.; and

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WHEREAS, the parties intend that this Agreement shall be binding and effective subject to approval by the Court in that certain action pending in the Family Court of the [#] st Judicial Circuit, [County] County, South Carolina, Docket Number _____, which is a divorce action involving Husband and Wife;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits and advantages accruing to each party, the undersigned do hereby solemnly covenant, agree, and contract as set forth above and below and being sworn, certify that all of the statements contained herein are true and correct:

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SECTION 1.
SEPARATION; RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority, and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business, or trade that each shall deem advisable for their sole and separate use and benefit, without, and free from any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with the other by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other, if any.

SECTION 2.
FINANCIAL DISCLOSURES

By execution of this instrument, each party warrants and represents to the other party that he or she has fully disclosed their financial status, including their assets and liabilities of all types and agree that the terms of this Agreement are fair, just, and equitable after consideration of the financial status of the parties.

SECTION 3.
CHILD CUSTODY, VISITATION, AND CHILD SUPPORT

The parties have executed a Shared Parenting Plan that has been or will be filed with the Court. The parties agree that all issues of custody, visitation, and child support have been addressed and that each party is satisfied with their agreements in that regard.

SECTION 4.
ASSETS

A. **In General**. Husband and Wife are in possession of all personal property belonging to each, and neither makes any claim to any personal property in the possession of the other except as otherwise stated in this Agreement. The parties agree to divide their assets (everything they own and that is owed to the parties) as provided below. Any personal item(s) not listed below is the property of the party currently in possession of the item(s). Each party shall retain as his or her own all of their personal clothing, jewelry, and effects.

B. Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.)*	**Current Fair Market Value**
☐ Cash (on hand):	
☐	
☐	
☐	
☑ Cash (in banks/credit unions): Chase savings account	$500.00
☐	
☐	
☐	
☐ Stocks/Bonds:	
☐	
☐	
☐	
☐ Notes (money owed to you in writing):	
☐	
☐	
☐	

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ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.)*	**Current Fair Market Value**
☐ Real estate (Home):	
☐	
☐	
☐	
☐ (Other):	
☐	
☐	
☐	
☐ Business interests:	
☐	
☐	
☐	
☑ Automobiles: 2010 Toyota Prius	$15,000.00
☐	
☐	
☐	
☐ Boats	
☐	
☐	
☐	
☐ Other vehicles:	
☐	
☐	
☐	
☐ Furniture & furnishings in home:	
☐	
☐	
☐	
☐ Collectibles:	
☐	
☐	
☐	
☐ Jewelry:	
☐	
☐	
☐	
☐ Life insurance (cash surrender value):	
☐	

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ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.)*	**Current Fair Market Value**
☐	
☐	
☐ Sporting and entertainment (T.V., stereo, etc.) equipment:	
☐	
☐	
☐	
☑ Other assets: Any and all personal property, tangible and intangible, in her possession.	
☐	
☐	
☐	
☐	
Total Assets to Wife	**$ 15,500.00**

C. Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.)*	**Current Fair Market Value**
☐ Cash (on hand):	
☐	
☐	
☐	
☐ Cash (in banks/credit unions):	
☐	
☐	
☐	
☐ Stocks/Bonds:	
☐	
☐	
☐	
☐ Notes (money owed to you in writing):	
☐	
☐	
☐	
☐ Real estate (Home):	
☐	
☐	

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ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.)*	**Current Fair Market Value**
☐	
☐ (Other):	
☐	
☐	
☐	
☐ Business interests:	
☐	
☐	
☐	
☑ Automobiles: 2006 Toyota Prius	$7,500.00
☐	
☐	
☐	
☐ Boats:	
☐	
☐	
☐	
☐ Other vehicles:	
☐	
☐	
☐	
☐ Furniture & furnishings in home:	
☐	
☐	
☐	
☐ Collectibles:	
☐	
☐	
☐	
☐ Jewelry:	
☐	
☐	
☐	
☐ Life insurance (cash surrender value):	
☐	
☐	
☐	

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ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.)*	**Current Fair Market Value**
☐ Sporting and entertainment (T.V., stereo, etc.) equipment:	
☐	
☐	
☐	
☑ Other assets: Any and all personal property, tangible and intangible, in his possession.	
☐	
☐	
☐	
☐	
Total Assets to Husband	**$ 7,500.00**

D. **Additional Retirement Account Provisions.** The parties represent that all retirement and pension types of accounts have been disclosed, and agree to the following division of same:

Retirement Accounts	Person to Receive	Current Fair Market Value
Husband Accounts:		$
Wife Accounts:		$
		$

E. **Additional Life Insurance Provisions.** The parties agree in reference to their respective life insurance policies the following (indicate policies, owner, and beneficiaries):

_____

_____

_____

_____

_____

F. **Additional Household Furnishing and Effects Provisions. (Select as appropriate)**

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The household furnishings and effects of the parties have been mutually divided by the parties and neither makes claim to any such property in the possession of the other except as provided above.

G. **Separate Property**

The parties agree that the following is the separate property of the wife.

i. Various items of personal property and personal effects.

The parties agree that the following is the separate property of the husband.

i. Bank of America savings account, estimated value of $5,000.00;
ii. Various items of personal property and personal effects.

SECTION 5.
DEBTS, LIABILITIES, AND EXPENSES

A. Except as otherwise provided herein each party agrees to pay their respective individual debts.

B. **Division of Liabilities/Debts.** The parties divide their liabilities (everything they owe) as follows:

Wife shall pay the following as her own and will not at any time ask Husband to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY WIFE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note, or account described below is wife's, husband's, or both.)*	**Monthly Payment**	**Current Amount Owed**
☐ Mortgages on real estate (Home):		
☐		
☐		
☐		
☐ (Other):		
☐		
☐		
☐		

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LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY WIFE *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note, or account described below is wife's, husband's, or both.)*	**Monthly Payment**	**Current Amount Owed**
☑ Charge/credit card accounts: Fifty percent (50%) of the American Express credit card	$155.00	$5,000.00
☐		
☐		
☐		
☐ Auto loan:		
☐		
☐		
☐		
☐ Bank/credit union loans:		
☐		
☐		
☐		
☐ Judgments:		
☐		
☐		
☐		
☑ Other: Any and all debts held in her name alone.		
☐		
☐		
☐		
☐		
Total Debts to Be Paid by Wife	**$155.00**	**$5,000.00**

C. Husband shall pay the following as his own and will not at any time ask Wife to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY HUSBAND *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is wife's, husband's, or both.)*	**Monthly Payment**	**Current Amount Owed**
☐ Mortgages on real estate (Home):		
☐		

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LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY HUSBAND *(To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is wife's, husband's, or both.)*	**Monthly Payment**	**Current Amount Owed**
☐		
☐		
☐ (Other):		
☐		
☐		
☐		
☑ Charge/credit card accounts: Fifty percent (50%) of the American Express credit card	$155.00	$5,000.00
☐		
☐		
☐		
☐ Auto loan:		
☐		
☐		
☐		
☐ Bank/credit union loans:		
☐		
☐		
☐		
☐ Judgments:		
☐		
☐		
☐		
☑ Other: Any and all debts in his name alone.		
☐		
☐		
☐		
☐		
Total Debts to Be Paid by Husband	**$155.00**	**$5,000.00**

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D. **Separate Debt**

The parties agree that the following is the separate debt of the wife.

i. CitiBank credit card, with an estimated debt of $11,000.00;
ii. Any and all debts held in her name alone.

The parties agree that the following is the separate debt of the husband.

i. Capital One credit card, with an estimated debt of $15,000.00;
ii. Any and all debts held in his name alone.

SECTION 6.
FUTURE EARNINGS AND ACQUISITIONS

All income, earnings, or other property received or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the sole and separate property of the receiving or acquiring party. Each party, as of the effective date of this Agreement, does hereby and forever waive, release, and relinquish all right, title, and interest in all such income, earnings, and other property except as necessary to collect any sums due hereunder in the event of default.

SECTION 7.
SPOUSAL SUPPORT (ALIMONY)

[Check **one** only.]

☐ 1. In consideration of the provisions contained herein for the respective benefits of the parties and other good and valuable considerations, the parties hereto mutually waive any and all claim or right to temporary or permanent alimony, maintenance, or support, whether past, present, or future. **Thus, each of the parties forever gives up any right to spousal support (alimony) that they may have from the other.**

☑ 2. ☑ Husband ☐ Wife agrees to pay spousal support (alimony) in the amount of $150.00, every month, beginning January 1, 2012 *{Date}* and continuing until January 1, 2020 *{date or event}.*

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SECTION 8.
MUTUAL INDEMNITY

The parties agree in regard to the payment of debts and other liabilities as stated in this Agreement that each shall indemnify and hold harmless the other for the payment of same.

SECTION 9.
INCOME TAXES

With respect to any earlier year in which the parties filed joint federal and state income tax returns, each party agrees to indemnify the other for any income tax liability, penalty, or deficiency associated with his or her income and shall hold the other party harmless therefore.

The parties shall file separately for the year 2013 and each year thereafter.

☑ Husband ☐ Wife shall be ☑ allowed ☐ not allowed to claim the alimony paid hereunder as a deduction for income tax purposes.

The parties acknowledge that they have been advised that there may be certain tax consequences pertaining to this Agreement and have been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Agreement, and that each party has had an opportunity to do so.

SECTION 10.
ADDITIONAL OR FURTHER DOCUMENTS; COOPERATION

Each party agrees that he or she will sign and execute any further or additional documents as may be necessary to put into effect the intended purposes hereof. Each party shall execute, acknowledge, and deliver to the other party any and all instruments and assurances that the other party may reasonably require or find convenient, expedient, or businesslike for the purpose of giving full force and effect to the provisions of this Agreement, specifically including any deeds, affidavits, tax forms, or other instruments required of one party to the other in order to pass good or merchantable title to any property owned by either party during the marital relationship. Based on the division of property as set

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out above, the additional documents required include, but are not limited to the following: (List)

i) _____

ii) _____

iii) _____

iv) _____

SECTION 11.
DIVORCE

It is agreed and understood that this Agreement finally settles all rights of the parties and the property jointly or individually owned by the parties, and that this Agreement shall be incorporated into decree of the Family Court of the [#] st Judicial Circuit, [County] County, South Carolina, Docket Number _____. The parties agree that this Agreement shall be made a part of a final decree and such decree shall not conflict with the terms hereof except to the extent disapproved by the Court. The parties agree that each party mutually submits to the personal jurisdiction of the Family Court of the [#] st Judicial Circuit, [County] County, South Carolina, so that said Court has the power to decide any and all matters and questions concerning the dissolution of the parties' marriage, and the division of the parties' property and debts.

SECTION 12.
MODIFICATION

This Agreement shall stop and preclude either party from making other or further demands and claims upon the other, not included herein, except that such legal action may be taken by either party as is necessary to enforce or modify the terms and provisions hereof, except that Sections 4 and 5, relating to the distribution of assets and debts, shall not be subject to modification.

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SECTION 13.
ABSENCE OF DURESS OR UNDUE INFLUENCE

The parties agree and state that each has freely and voluntarily entered into this Agreement. This Agreement was executed free of any duress, coercion, collusion, or undue influence. In some instances, the Agreement represents a compromise of disputed issues; however, both parties believe that its terms and conditions are fair and reasonable.

SECTION 14.
RELEASE; WAIVER; BINDING EFFECT; ESTATES

Except as otherwise provided for in this Agreement, each party shall be divested of and each party waives, renounces, and gives up all right, title, interest in, and interest to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective party, except as is specifically stated herein.

Except for those rights and obligations contained in this Agreement, or arising therefrom by operation of law, both parties do hereby release and forever discharge the other party from all actions, causes of actions, claims, and demands whatsoever, known and unknown, suspected and unsuspected, apparent now or hereafter. It is the specific Agreement and purpose of this paragraph to release and discharge any and all claims and causes of actions of any kind or nature whatsoever whether specifically mentioned or not, which may exist or might be claimed to exist at or prior to the date of this Agreement; and both parties specifically waive any claim or right to assert that any cause of action or alleged cause of action or claim or demand has been, through oversight or error or intentionally or unintentionally, omitted from this release and Agreement.

The parties shall refrain from, release, and relinquish any and all claims that he or she may have had, may now have, or may hereafter acquire to share in any capacity or to any extent whatsoever, in the estate of the other, whether by way of statutory allowance, heirship, homestead rights, or election to take against or under the other party's last will and testament. It is the intent of the parties that neither shall be a beneficiary or recipient of property of the other by will or intestate succession from and after the date of this Agreement and expressly waive and relinquish any such right regardless of whether the will of the other has been

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changed to delete the gift to her or him and regardless of whether one party shall die prior to the entry of a final decree of divorce.

SECTION 15.
ENFORCEMENT

This Agreement may be enforced by actions and proceedings for contempt of court, or attachment and garnishment, for specific performance, or any other remedy legally available to either Husband or Wife, for the enforcement of the provisions and covenants of this Agreement.

SECTION 16.
ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and each party acknowledges that there are no further Agreements not expressly included herein and that this Agreement may be modified, altered, or amended only in writing, duly signed, and notarized by each party in the form of this original.

SECTION 17.
FULLY READ AND UNDERSTAND; INFORMED CONSENT

Each party represents and acknowledges that he or she has fully read this Agreement, consulted with each other, carefully considered same, and have signed and executed same after such consultation, that the signing of this Agreement is free and voluntary without force or collusion by either party or any third party, and that each party signed same with the full knowledge of said party's rights, obligations, and responsibilities. Each party agrees that they have had a reasonable opportunity to consult with an attorney of their choice in the negotiation and preparation of this document and regarding any divorce proceeding.

SECTION 18.
SEVERABILITY

If any portion of the Agreement shall be held to be void, voidable, or unenforceable for any reason, then all the remaining parts or portions shall be construed, implemented, and administered as if such void, voidable, or unenforceable portion did not appear herein.

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SECTION 19.
CONTROLLING LAW

This Agreement shall be governed, enforced, and interpreted according to the laws of the state of South Carolina.

SECTION 20.
EFFECTIVE DATE; HEIRS AND ASSIGNS

This Agreement shall be binding upon the parties and their legal representatives, successor, heirs, and assigns, subject only to approval by the Court in which divorce proceedings are instituted or pending.

EXECUTED AND AGREED ON THE DATES SET FORTH BELOW. I certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: _____ _____
Signature of Wife
Printed Name: Jane Doe
Address: 200 Main Street
City, State, Zip: [City], SC [Zip]

Dated: _____ _____
Signature of Husband
Printed Name: John Doe
Address: 100 Main Street
City, State, Zip: [City], SC [Zip]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledged).

_____
Notary Public
Print Name: _____

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My commission expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledged).

_____
Notary Public
Print Name: _____

My commission expires: _____

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

FAMILY COURT OF THE
[#] ST JUDICIAL CIRCUIT

John Doe, Plaintiff,	)	**SHARED PARENTING PLAN**
vs.	)	DOCKET NO. _____
Jane Doe, Defendant	)	

This proposed Shared Parenting Plan, by and between Jane Doe, hereinafter referred to as "Mother," and John Doe, hereinafter referred to as "Father" (and, together with Mother, the "Parents") is jointly submitted. The Parents hereby request that the Court grant to the Mother the primary parenting of their child, namely Ann Doe, born January 1, 2001. The Parents have no other children together.

The Parents have given considerable thought to the question of parental rights and responsibilities, and the manner in which the best interests of the minor child may be served. In furtherance of these interests, the Parents have concluded that the legal responsibility of the care and upbringing of the minor child should be shared between them.

Both Parents acknowledge that it is their desire that their child be happy and well adjusted, and be comfortable with both Parents. The Parents have put a great deal of thought into reaching a parenting arrangement that meets the best interests of the minor child and provides stability and consistency. They are aware that with regard to time allocation, they will need both flexibility and cooperation.

The parents shall strive to develop agreed upon discipline policies to develop acceptable behavior for the minor child. The parents will show the minor child love and affection, as both Parents desire that the child experience love and friendship in both households. The Parents shall strive to create stability and understanding of commitment in their child.

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The Parents pledge to abide by the spirit of this Parenting Plan as well as its written provisions insofar as the welfare of the minor child is concerned.

At all times during the term of this Parenting Plan, regardless of their marital status and place of residence, each Parent will make a dedicated and sincere effort to foster love and respect between the minor child and the other Parent. Neither Parent will do anything that may estrange the minor child from the other or hamper the natural development of their affection for the other. Through cooperation and the use of this Parenting Plan, the Parents intend to adopt and follow a harmonious policy for the upbringing of the minor child.

The Parents request that the Court find that they have the present ability to cooperate and make decisions jointly with regard to their minor child, and have the ability to encourage the sharing of love, affection, and contact between the minor child and each Parent. The geographic proximity of the Parents to each other is not considered to be a barrier and makes the concept of shared parenting a realistic alternative.

Now, therefore, looking to the best interests of the minor child, the Court hereby allocates the parental rights and responsibilities as specifically set forth in the following provisions:

I. <u>PHYSICAL LIVING ARRANGEMENTS</u>

A. Weekly parenting time:

1. Father and Mother shall be considered the legal custodian of the minor child at all times. Mother shall be considered the residential parent and legal custodian of the minor child at all times.

2. Mother currently resides at 200 Main Street, [City], SC [Zip], and Father resides at 100 Main Street, [City], SC [Zip].

3. Mother shall have primary custody of the minor child subject to Father's rights of parenting time with the child. The non-custodial parent shall have visitation with the child every other week, beginning Friday at 8:00pm and ending Sunday at 5:00pm. The visitation will be the same in the summer.

<u>II. MISCELLANEOUS PARENTING PROVISIONS</u>

A. Each Parent shall be permitted telephone contact with the minor child.

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B. The Parents shall make every reasonable effort to accommodate each other's schedule, and they shall cooperate in the utmost good faith to minimize the difficulties necessarily involved in the upbringing of the minor child where the Parents are living separate and apart from each other, and in carrying out their obligations under this Parenting Plan, and to that end, the relationship of the child with both Parents shall be as harmonious as possible.

C. The Parents shall use their best efforts to enhance and encourage the respect, love, and affection of the minor child toward each Parent. The Parents shall cooperate fully in implementing a relationship with the child that will give the child the maximum possible feeling of security. In order to assure successful parenting, neither Parent will make derogatory comments about the other, nor shall either Parent allow family members or friends to undermine the loving relationship between each Parent and the child.

E. The Parents specifically acknowledge the Court's jurisdiction to modify the provisions of this Shared Parenting Plan without termination of the Shared Parenting Plan. Thus, while each Parent is free to file objections to a magistrate's recommendation concerning the allocation of time of each Parent, both Parents recognize that they have no right to object to the Court's jurisdiction to hear the issue.

III. CHILD SUPPORT

The Parents agree that Father will pay Mother child support in the amount of five hundred dollars ($500.00) monthly. Said support shall be paid directly to Mother. No wage assignment is required or requested. Father’s child support obligation shall cease when all of the children have turned eighteen (18). The Parents agree that this is in the best interests of the minor child.

IV. HEALTH INSURANCE

The Mother has health insurance coverage through her employer.

There is currently coverage of:

1. Medical
2. Dental
3. Optical

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And coverage for:

1. Self

The Father has health insurance coverage through his employer.

There is currently coverage of:

1. Medical
2. Dental

And coverage for:

1. Self
2. Ann Doe

The Parents agree that the Father shall provide health insurance coverage for the benefit of the minor child, and they shall share costs any uninsured medical expenses incurred by or on behalf of the minor child.

V. TAX EXEMPTION

The Parents agree that the Father shall claim the minor child each and every year.

VI. EDUCATIONAL EXPENSES

The Parents agree that both Parents shall be responsible for the educational expenses incurred by or on behalf of the minor child.

VII. EXTRACURRICULAR ACTIVITY EXPENSES

The Parents agree that the Parents shall equally share the extracurricular activity expenses of the minor child.

VIII. CONTINUING JURISDICTION

The Family Court of the [#] st Judicial Circuit, [County] County, South Carolina shall retain jurisdiction to enforce and/or modify any and all provisions of this Shared Parenting Plan in the best interests of the minor child, as provided by law.

IX. ENTIRE PLAN

This Parenting Plan contains the entire agreement of the Parents, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

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X. REPRESENTATION

The parties declare that each has had the opportunity to obtain independent legal advice by counsel of his or her own selection and that any failure of either party to obtain independent legal advice has been of his or her own choosing and not based on any representation or suggestion to the contrary, and that each has read the Parenting Plan and believes it to be fair, just, and equitable, and that each signs the Parenting Plan freely and voluntarily.

XI. INCORPORATION INTO DECREE

This Parenting Plan, as approved and adopted by the Court herein, shall be incorporated into a Decree of Divorce and entered as an order of this Court.

XII. SUBMISSION OF THE PLAN

This proposed Parenting Plan is submitted to the Court on this ____ day of _____, 20___.

John Doe and Jane Doe say that they have thoroughly reviewed and understand the foregoing Parenting Plan and that they request the Court to make the Parenting Plan an order of this Court.

_____	_____
Date	John Doe, Father 100 Main Street [City], SC [Zip]
_____	_____
Date	Jane Doe, Mother 200 Main Street [City], SC [Zip]

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STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by John Doe.

_____
Notary Public

Print Name: _____

My commission expires:

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by Jane Doe.

_____
Notary Public

Print Name: _____

My commission expires:

_____

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STATE OF SOUTH CAROLINA **COUNTY OF [COUNTY]**	))))))))))	**IN THE FAMILY COURT OF THE** **[#] ST JUDICIAL CIRCUIT** **FINANCIAL DECLARATION** **OF DEFENDANT**
John Doe, Plaintiff, Jane Doe, Defendant.		DOCKET NO. _____

HUSBAND/FATHER		**WIFE/MOTHER**	
Address	100 Main Street, [City], SC [Zip]	Address	200 Main Street, [City], SC [Zip]
Age	32	Age	31
Occupation	Cashier	Occupation	Cashier
Employer	Target	Employer	Wal-Mart
Employer Address	700 Main Street, [City], SC [Zip]	Employer Address	600 Main Street, [City], SC [Zip]

Gross Monthly Income	**Husband/Father**	**Wife/Mother**
Principal Earnings from Employment [1]		8,750.00
Overtime, Tips, Commission, Bonuses [2]		0.00
Pensions, Retirement, and Annuities income		0.00
Additional Employment income		0.00
Social Security Benefits (SSA) and VA Benefits		0.00
Disability and Worker's Compensation Benefits		0.00
Unemployment and AFDC		0.00
Spousal or Child Support (from other marriage/relationship)		0.00
Dividends, Interest, Trust Income, and Capital Gains		0.00
Rental Income and Business Profits		0.00
Other (Specify):		
TOTAL GROSS MONTHLY INCOME		8,750.00

Payroll Deductions from Monthly Income	**Husband/Father**	**Wife/Mother**
Federal Income Tax [3]		996.00
State Income Tax		302.00
Social Security and Medicare Tax (FICA)		587.30
Self-Employment Tax		0.00
Health and Dental Insurance (Adult)		10.00
Health and Dental Insurance (Child)		0.00
Union Dues		0.00
Voluntary Retirement Contribution (401(k), 457, IRA)		0.00
Mandatory Retirement Contribution		0.00

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Savings Plan		0.00
Other (Specify):		
TOTAL MONTHLY DEDUCTIONS		1,895.30
NET MONTHLY INCOME [4]		6,854.70

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included.

MONTHLY EXPENSES [5]	**Husband/Father**	**Wife/Mother**
Residential Rent Payment		500.00
Note or Mortgage Payment on Residence(s)		0.00
Food and Household Supplies [6]		150.00
Utilities, Water, and Garbage Collection		146.50
Telephone and Cellular Phone		89.00
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		0.00
Life Insurance Premiums (not deducted from paycheck)		
Child Support (from other relationship)		0.00
Work Related Day Care		200.00
Spousal Support (from prior marriage)		0.00
Auto Payment		120.00
Auto Insurance, taxes, gasoline, and maintenance [7]		0.00
SUBTOTAL: **1,205.50**		
Real Property Tax on Residence(s)		0.00
Maintenance for household [8]		0.00
Adult Clothing		50.00
Children's Clothing [9]		25.00
Cable Television, Satellite, and Internet/Online Services		65.00
Laundry and Dry Cleaning [10]		0.00
Medical and Dental Expenses (not paid by insurance)		0.00
Prescriptions, Glasses, and Contacts (not paid by insurance)		0.00
Children's incidental expenses [11]		0.00
School lunches, supplies, field trips, and fees [12]		0.00
Entertainment [13]		5.00

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Adult Incidental expenses [14]		0.00
All Installment payments [15]		0.00
Other (Specify):		
SUBTOTAL: **145.00**		
TOTAL MONTHLY EXPENSES		1,350.50

Installment Loan Payments Section

Creditor	For	Monthly Payment	Balance	Owed by [16]

Other Debts and Obligations *not* payable in monthly installments

Creditor	For	Date Payable	Balance	Owed by [16]

Are you currently in Bankruptcy? ☐ YES ☑ NO

Are any obligations listed above, including mortgage and note payments, in arrears? ☐ YES ☑ NO

If yes, please list the obligations in arrears.

All Marital Property Known to Parties

Assets	Husband/Father	Wife/Mother	Joint
Cash and Money in Checking Account(s)	**0.00**	**0.00**	**0.00**
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.	**0.00**	**0.00**	**500.00**
Value of Voluntary Retirement Account(s)	**0.00**	**0.00**	**0.00**
Value of Pension Account	**0.00**	**0.00**	**0.00**
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds	**0.00**	**0.00**	**0.00**
Value of Privately Held Stocks and Other Business	**0.00**	**0.00**	**0.00**
Value of Real Estate – Net of Mortgage Balances	**0.00**	**0.00**	**150,000.00**
Value of All Other Property[17]	**0.00**	**0.00**	**22,500.00**
TOTAL ASSETS	**0.00**	**0.00**	**173,000.00**

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Any Non Marital Property Known to Parties

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
Bank of America savings account	Husband	January 1, 1999	Wages	5,000.00

If total assets are less than $300,000.00, sign and have notarized.

If total assets are greater than $300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Financial Accounts Section[18]

Owner	Name of Institution	Type of Account	Balance

Voluntary Retirement Accounts and Pension Accounts Section

Type of Account	Value

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)[19]

Name of Company	Number of Shares/Type of Account	Value

Real Estate Section[20]

Owner	Address	Value	Mortgage Balance	Mortgage Equity

Other Property Section[17]

Owner	Description of Asset	Value	Loan Balance	Equity

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_____
Signature

Sworn to before me this _____ of _____, 2_____

_____ **(SEAL)**
Notary Public for South Carolina
My commission expires: _____

Custodial Parent (if applicable): Jane Doe and John Doe

_____

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.

2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).

3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.

4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.

5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.

6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.

7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.

8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.

9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.

10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.

11. Children's Incidental Expenses are to include allowance, summer camp, nursery school, baby sitters, lessons, activities, participatory sports, and related items.

12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.

13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.

14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.

15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.

16. Indicate which spouse legally owes the payment (husband, wife, or joint).

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17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.

18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.

19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.

20. Itemize each parcel of Real Estate in the Real Estate Section.

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Attachment to *Financial Declaration of Defendant Jane Doe*

Estimated Monthly Expenses

1. Wife is the custodial parent**.**
2. Defendant's calculations for the Estimated Monthly Expenses include the following members of the household:
    a. Defendant
    b. Ann Doe, minor child

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STATE OF SOUTH CAROLINA **COUNTY OF [COUNTY]**	))))))))))	**IN THE FAMILY COURT OF THE** **[#] ST JUDICIAL CIRCUIT** **FINANCIAL DECLARATION** **OF PLAINTIFF**
John Doe, Plaintiff, Jane Doe, Defendant.		DOCKET NO. _____

HUSBAND/FATHER		**WIFE/MOTHER**	
Address	100 Main Street, [City], SC [Zip]	Address	200 Main Street, [City], SC [Zip]
Age	32	Age	31
Occupation	Cashier	Occupation	Cashier
Employer	Target	Employer	Wal-Mart
Employer Address	700 Main Street, [City], SC [Zip]	Employer Address	600 Main Street, [City], SC [Zip]

Gross Monthly Income	**Husband/Father**	**Wife/Mother**
Principal Earnings from Employment [17]	7,839.91	
Overtime, Tips, Commission, Bonuses [18]	0.00	
Pensions, Retirement, and Annuities income	0.00	
Additional Employment income	0.00	
Social Security Benefits (SSA) and VA Benefits	0.00	
Disability and Worker's Compensation Benefits	0.00	
Unemployment and AFDC	0.00	
Spousal or Child Support (from other marriage/relationship)	0.00	
Dividends, Interest, Trust Income, and Capital Gains	0.00	
Rental Income and Business Profits	0.00	
Other (Specify):		
TOTAL GROSS MONTHLY INCOME	7,839.91	

Payroll Deductions from Monthly Income	**Husband/Father**	**Wife/Mother**
Federal Income Tax [19]	64.49	
State Income Tax	53.00	
Social Security and Medicare Tax (FICA)	37.81	
Self-Employment Tax	0.00	
Health and Dental Insurance (Adult)	0.00	
Health and Dental Insurance (Child)	25.00	
Union Dues	0.00	
Voluntary Retirement Contribution (401(k), 457, IRA)	0.00	
Mandatory Retirement Contribution	0.00	
Savings Plan	0.00	

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Other (Specify):		
TOTAL MONTHLY DEDUCTIONS	180.30	
NET MONTHLY INCOME [20]	7,659.61	

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included.

MONTHLY EXPENSES [21]	**Husband/Father**	**Wife/Mother**
Residential Rent Payment	0.00	
Note or Mortgage Payment on Residence(s)	1,500.00	
Food and Household Supplies [22]	125.00	
Utilities, Water, and Garbage Collection	105.98	
Telephone and Cellular Phone	48.50	
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)	0.00	
Life Insurance Premiums (not deducted from paycheck)		
Child Support (from other relationship)	0.00	
Work Related Day Care	0.00	
Spousal Support (from prior marriage)	0.00	
Auto Payment	0.00	
Auto Insurance, taxes, gasoline, and maintenance [23]	0.00	
SUBTOTAL: **1,779.48**		
Real Property Tax on Residence(s)	0.00	
Maintenance for household [24]	0.00	
Adult Clothing	25.00	
Children's Clothing [25]	35.00	
Cable Television, Satellite, and Internet/Online Services	0.00	
Laundry and Dry Cleaning [26]	0.00	
Medical and Dental Expenses (not paid by insurance)	0.00	
Prescriptions, Glasses, and Contacts (not paid by insurance)	0.00	
Children's incidental expenses [27]	0.00	
School lunches, supplies, field trips, and fees [28]	0.00	
Entertainment [29]	15.00	

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Adult Incidental expenses [30]	0.00	
All Installment payments [31]	0.00	
Other (Specify):		
SUBTOTAL: **75.00**		
TOTAL MONTHLY EXPENSES	1,854.48	

Installment Loan Payments Section

Creditor	For	Monthly Payment	Balance	Owed by [32]

Other Debts and Obligations *not* payable in monthly installments

Creditor	For	Monthly Payment	Balance	Owed by [33]

Are you currently in Bankruptcy? ☐ YES ☑ NO

Are any obligations listed above, including mortgage and note payments, in arrears? ☐ YES ☑ NO

If yes, please list the obligations in arrears.

All Marital Property Known to Parties

Assets	Husband/Father	Wife/Mother	Joint
Cash and Money in Checking Account(s)	**0.00**	**0.00**	**0.00**
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.	**0.00**	**0.00**	**500.00**
Value of Voluntary Retirement Account(s)	**0.00**	**0.00**	**0.00**
Value of Pension Account	**0.00**	**0.00**	**0.00**
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds	**0.00**	**0.00**	**0.00**
Value of Privately Held Stocks and Other Business	**0.00**	**0.00**	**0.00**
Value of Real Estate – Net of Mortgage Balances	**0.00**	**0.00**	**150,000.00**
Value of All Other Property[17]	**0.00**	**0.00**	**22,500.00**
TOTAL ASSETS	**0.00**	**0.00**	**173,000.00**

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Any Non Marital Property Known to Parties

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
Bank of America savings account	Husband	January 1, 1999	Wages	5,000.00

If total assets are less than $300,000.00, sign and have notarized.

If total assets are greater than $300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Financial Accounts Section[18]

Owner	Name of Institution	Type of Account	Balance

Voluntary Retirement Accounts and Pension Accounts Section

Type of Account	Value

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)[19]

Name of Company	Number of Shares/Type of Account	Value

Real Estate Section[20]

Owner	Address	Value	Mortgage Balance	Mortgage Equity

Other Property Section[17]

Owner	Description of Asset	Value	Loan Balance	Equity

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_____
Signature

Sworn to before me this _____ of _____,
2_____

_____ **(SEAL)**
Notary Public for South Carolina
My commission expires: _____

Custodial Parent (if applicable): Jane Doe and John Doe____

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.

2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).

3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.

4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.

5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.

6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.

7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.

8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.

9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.

10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.

11. Children's Incidental Expenses are to include allowance, summer camp, nursery school, baby sitters, lessons, activities, participatory sports, and related items.

12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.

13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.

14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.

15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all

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loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.

16. Indicate which spouse legally owes the payment (husband, wife, or joint).

17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.

18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.

19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.

20. Itemize each parcel of Real Estate in the Real Estate Section.

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Attachment to *Financial Declaration of Plaintiff John Doe*

Estimated Monthly Expenses

1. Wife is the custodial parent.
2. Plaintiff's calculations for the Estimated Monthly Expenses include the following members of the household:
    a. Plaintiff

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

John Doe Plaintiff, vs. Jane Doe Defendant.	)))))))	**REQUEST FOR HEARING FOR DIVORCE** (One Year Continuous Separation) Docket No. _____

Plaintiff or Attorney for Plaintiff: John Doe, Pro Se

Address: 100 Main Street
[City], SC [Zip]

Telephone: Home: (310) 555-1234
Cell: _____
Other: _____ Email: _____

Defendant or Attorney for Defendant: Jane Doe, Pro Se

Address: 200 Main Street
[City], SC [Zip]

Telephone: Home: (310) 555-1234
Cell: _____
Other: _____ Email: _____

Contested: **No** Child Custody Issue: **No**

GROUND FOR DIVORCE: **Continuous Separation for One (1) Year**

Amount of Time Requested: **15 Minutes**

Dates / Times the Plaintiff and/or Defendant is/are UNAVAILABLE (exclude weekends and holidays): See Attached list(s)

Hearing Requested By: ☐ PLAINTIFF ☐ DEFENDANT

COMMENTS / ISSUES: _____

_____

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Date: _____, 20____. _____

Signature

_____, S.C.

******Section below to be completed by Clerk of Court******

The Final Hearing in this matter is schedule for ____ day of ____ 20___, at ____ ☐a.m. / ☐p.m., Courtroom ____, before the Honorable_____.

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STATE OF SOUTH CAROLINA
COUNTY OF [COUNTY]

IN THE FAMILY COURT
[#] ST JUDICIAL CIRCUIT

AFFIDAVIT OF SERVICE BY MAILING
(Notice of Hearing)

John Doe,
Plaintiff,

vs.

Jane Doe,
Defendant.

Docket No. _____

Personally appeared the Plaintiff who stated that (s)he served the Defendant with a copy of the Notice of Hearing by certified mail, return receipt requested (receipt attached) in the United States Mail, with proper postage attached, on _____, 20____ addressed as follows:

_____
_____
_____
_____

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

_____
Notary Public of South Carolina

My commission expires: _____

_____
Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE FAMILY COURT
	)	[#] ST JUDICIAL CIRCUIT
COUNTY OF [COUNTY]	)	
	)	
	)	
John Doe, _____	)	**FINAL ORDER OF DIVORCE**
Plaintiff,	)	(One Year's Continuous Separation)
vs.	)	
	)	
Jane Doe, _____	)	
Defendant.	)	Docket No. _____

Plaintiff Attorney: Pro Se

Defendant Attorney: Pro Se

Guardian ad Litem: N/A

Hearing Date: _____

Judge: _____

Court Reporter: _____

A hearing for complete and final divorce was held in this case on the date listed above. Plaintiff and Plaintiff's witness were present at the hearing. Defendant (☑was/☐ was not) present and (☐ was/☑ was not) represented by an attorney.

This case is before this Court upon the Complaint of Plaintiff who is requesting that this Court grant a complete and final divorce from Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) of the Code of Laws of South Carolina, 1976, as amended.

The original Family Court Cover Sheet, Certificate of Exemption, Summons, Complaint for Divorce, and Financial Declaration were filed in the Office of the Clerk for [County] County on _____ (date). A copy of these documents was served upon Defendant by (☐ Certified Mail/☐ Process Server/☐ Personal Service/ ☐ Sheriff's Office) on _____ (date).

After being duly sworn, Plaintiff stated to the Court that reconciliation of the parties was not possible. Plaintiff then offered testimony, which substantiated the allegations found in the Complaint, and which was corroborated by the duly-sworn witness.

FINDINGS OF FACTS and CONCLUSIONS OF LAW

This Court, after hearing the testimony and considering the other evidence in this case, makes the following findings of fact:

1. This Court has jurisdiction over the subject matter and the parties.
2. ☐ Plaintiff is a citizen and resident of _____ County, South Carolina; and has lived in this state for more than one (1) year prior to the filing of this action; or

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☑ Plaintiff is a resident of [County] County and Defendant is a resident of [County] County in the State of South Carolina, and both have resided in South Carolina for a period of time in excess of three (3) months prior to the commencement of this action; or

☐ Plaintiff is a resident of _____ County, in the State of _____ and Defendant is a resident of _____ County, South Carolina, and Defendant has lived in South Carolina for more than one (1) year.

3. Plaintiff is informed and believes this Court has subject matter jurisdiction over the issues and personal jurisdiction over the parties in this action and that venue is proper in [County] County.
4. Defendant is a resident of [County] County in the State of South Carolina.
5. Defendant was served with a copy of the Family Court Cover Sheet, Certificate of Exemption, Summons, Complaint for Divorce, and Financial Declaration by (☐ Certified Mail/☐ Process Server/☑ Personal Service/ ☐ Sheriff's Office) on _____ (date).
6. Defendant (☑ did/☐ did not) file an Answer or other responsive pleading.
7. Defendant (☐ is/☑ is not) in default.
8. All legal requirements as to filing, service, notice and waiting periods have been met.
9. The parties were legally married to each other on January 1, 2000 (date) in [County] County, City of [City] in the State of South Carolina.
10. Present at the hearing were Plaintiff and Plaintiff's witness, _____. Both presented testimony and/or evidence as to the parties living separate and apart without cohabitation for more than one (1) year.
11. Based on the testimony of Plaintiff and Plaintiff's witness, the parties have lived separate and apart from each other without cohabitation for more than one (1) continuous year.
12. **Child Custody, Visitation, and Support**

☐ no minor children of this marriage and none are expected; or

☑ one (1) number of child(ren) were born of this marriage: namely

Name	Date of Birth
Ann Doe	January 1, 2001

☐ custody and visitation are not contested in this action; or

☐ The parties have reached an agreement as to how custody, visitation, and support, which is attached. The attached agreement is incorporated and made a part of this Order.

13. **Marital Property**

☐ The parties have no marital property.

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☑ The parties have reached an agreement as to how the marital property shall be divided, which is attached. The attached agreement is incorporated and made a part of this Order.

14. **Marital Debt**

☐ The parties have no marital debt.

☑ The parties have reached an agreement as to how the marital debt shall be paid, which is attached. The attached agreement is incorporated and made a part of this Order.

15. The parties have reached an agreement as to the obligor, amount and time period for which alimony shall be paid, which is attached. The attached agreement is incorporated and made a part of this Order.

16. Reconciliation of the parties is not possible.

17. (☐ Plaintiff's/☑ Defendant's) requested that his/her name be changed pursuant to § 20-3-180 of the Code of Laws of South Carolina, 1976, as amended that allows (☐ Plaintiff's/☑ Defendant's) to change her name from Jane Doe to Jane Smith.

18. There has been no collusion between the parties in bringing this action.

19. Plaintiff is entitled to a complete divorce, a *vinculo matrimonii*, from the Defendant on the ground of One (1) Year's Continuous Separation.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

A. Plaintiff is hereby granted a complete and final divorce, a *vinculo matrimonii*, from the Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) of the Code of Laws of South Carolina, 1976, as amended;

B. The agreement was entered freely and voluntarily and the court finds the agreement is in the best interests of the ☐ parties and any ☐ minor children, if applicable;

C. If applicable, the parties' agreement(s) is/are made a part of this Order and is/are enforceable through the contempt powers of the Court;

D. That both parties are barred from receiving alimony from each other; and

E. If requested, (☐ Plaintiff/☑ Defendant) is allowed to resume the use of the maiden/former name of Jane Smith**.**

I further find _____.

AND IT IS SO ORDERED.

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Date: _____, 20_____ _____

_____, S.C. Family Court Judge

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Sample Script for Questioning the Witness in a Simple Divorce Action (Plaintiff)

- "Your Honor, if you have no further questions for me at this time, I call _____, who is my witness."
- (The witness may be sworn by the Court at this point before taking his or her place at the witness stand).
- "Good morning/afternoon (witness) _____."
- "Please state your full name for the court."
- "Please state your address for the court."
- "Please tell the court how you know me."
- "How often do you and I see each other?"
- "How often do you speak with me?"
- "Do you know my spouse?"
- "How often do you speak with my spouse?"
- "Do you remember approximately when my spouse and I separated?"
- "When did we separate?"
- "Has it been at least a year since my spouse an d I separated?"
- "How do you know this to be true?"
- "To your knowledge, have my spouse and I gotten back together since we separated?"
- "Those are all of the questions I have for my witness at this time, Your Honor. Please answer any questions the Judge or the Defendant may have for you."

At this point, the Judge and Defendant may ask your witness questions. When there are no further questions from the Judge or Defendant, stand up and say, "That concludes the presentation of my case, Your Honor" and take your seat.

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