

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____ ,	}	
Plaintiff,	}	
	}	
vs.	}	SETTLEMENT AGREEMENT
	}	
_____ ,	}	Civil No. _____
Defendant.	}	
	}	

Plaintiff and defendant have reached an agreement resolving all of the issues in this divorce proceeding.

Plaintiff and defendant's entire agreement is set forth in this Settlement Agreement.

The Summons and Complaint were personally served upon defendant on _____, 20____, as indicated by the Admission of Service on file herein.

Plaintiff and defendant agree to the following facts regarding this case.

AGREEMENT AS TO FACTS

1. Plaintiff's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____

First	Middle	Last
-------	--------	------

Address: _____

Street Address	Apt.
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_____	_____	_____	_____
City	County	State	Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

11. Defendant has the following sources of monthly income:

Source/Describe	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other	\$

12. Plaintiff needs spousal support from defendant: Yes ____ No ____.

If YES, this is because plaintiff is ____ years of age, has been married to defendant for ____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

_____.

13. Defendant needs spousal support from plaintiff: Yes ____ No ____.

If YES, this is because defendant is ____ years of age, has been married to plaintiff for ____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

_____.

14. Plaintiff and defendant have the following outstanding debts (another sheet of paper listing other debts is attached: Yes ____ No ____).

Debt Owed To	Purpose of Debt	Debt Incurred By	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

15. Plaintiff and defendant own the following vehicles:

Type of Vehicle	Year/Make/Model	Name(s) on Title	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

16. Plaintiff and defendant jointly own marital property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

17. Plaintiff and defendant **jointly** own real property: Yes ____ No ____.

If YES, the street address of this property is _____
 _____,
 in the City of _____, County of _____, State of _____,
 and it is legally described as: _____

This real property was purchased on _____ for \$_____
 There is a mortgage or loan against the property in the amount of \$_____
 The market value of this property is \$_____.

18. Plaintiff owns real property **solely** in his or her own name: Yes ____ No ____.

If YES, the street address of this property is _____
 _____,
 in the City of _____, County of _____, State of _____,
 and it is legally described as: _____

This real property was purchased on _____ for \$_____
 There is a mortgage or loan against the property in the amount of \$_____
 The market value of this property is \$_____.

19. Defendant owns real property **solely** in his or her own name: Yes ____ No ____.

If YES, the street address of this property is _____
 _____,
 in the City of _____, County of _____, State of _____,
 and it is legally described as: _____
 _____.

This real property was purchased on _____ for \$_____.
 There is a mortgage or loan against the property in the amount of \$_____.
 The market value of this property is \$_____.

20. Plaintiff or plaintiff's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for plaintiff:
 Yes ____ No ____.

If YES, describe the plan (**see instructions**): _____
 _____.

21. Defendant or defendant's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for plaintiff:
 Yes ____ No ____.

If YES, describe the plan (**see instructions**): _____
 _____.

22. List all of your financial or other assets not otherwise mentioned in detail and identify which party will be awarded the asset.

Asset	Location	Account or Policy (last 4 digits)	Value	Plaintiff or Defendant
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

23. Plaintiff wants to change his or her name: Yes ____ No ____.

If YES, the new name is _____
and plaintiff has no intent to defraud or mislead anyone by changing his/her name.

24. Defendant wants to change his or her name: Yes ____ No ____.

If YES, the new name is _____
and defendant has no intent to defraud or mislead anyone by changing his/her name.

THE PARTIES STIPULATE AND AGREE that the following terms and provisions may, if approved by the Court be entered as the Judgment and Decree in the above captioned case.

STIPULATED TERMS FOR JUDGMENT

1. **Divorce and Court Approval.** The plaintiff is awarded an absolute Decree of Divorce from the defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, plaintiff will submit this Agreement to the above-entitled Court. If the divorce is not granted, the terms of this Agreement shall be of no effect. If the Court does not approve this Agreement, the parties shall be advised and shall be given the opportunity to appear and present argument, witnesses and testimony. If the Court approves this Agreement, and if the Court grants a dissolution to plaintiff herein, the terms of this Agreement shall be made a part of any Decree issued by reference, whether or not each and every portion of this Agreement is literally set forth in the Judgment and Decree.
2. ____ a. Defendant shall pay to plaintiff the amount of \$_____ per month as and for spousal support for a period of _____.
- ____ b. Plaintiff shall pay to defendant the amount of \$_____ per month as and for spousal support for a period of _____.
- ____ c. Neither plaintiff nor defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.
- ____ d. The issue of spousal support shall be reserved.

3. The vehicles shall be awarded to plaintiff and defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Year/Make/Model	Awarded to:

4. Plaintiff's and defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.

5. a. Each party shall be solely responsible his or her separately incurred debts and may not ask the other party to help pay those debts.

Plaintiff's and defendant's marital debts shall be paid as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed to:	To be paid by:

6. Plaintiff ____ defendant ____ shall be awarded sole title and interest in the **homestead** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____
_____, and subject to a mortgage or loan against the property in the amount of \$_____.
____ Does Not Apply.

7. Plaintiff ____ defendant ____ shall be awarded sole title and interest in the **real property** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____
_____, and subject to a mortgage or loan against the property in the amount of \$_____.
____ Does Not Apply.

8. Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

_____.
____ Does Not Apply.

9. Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

_____.
____ Does Not Apply.

10. The parties shall be awarded all right, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy (last 4 digits)	Value	Awarded to:
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

11. Plaintiff's name shall be changed to: _____.

_____ Does Not Apply.

12. Defendant's name shall be changed to: _____.

_____ Does Not Apply.

13. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

14. **Finality of Settlement.** This Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties.

15. **Validity of Agreement.** This Agreement shall be binding upon the parties hereto with respect to the above-entitled action, or any other action between the parties and it is agreed that the material provisions of this Agreement shall be incorporated in and made a part of any judgment or decree entered into this action.

16. **Full Disclosure and Reliance.** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

