

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,
Plaintiff,

vs.

_____.
Defendant.

SETTLEMENT AGREEMENT

Civil No. _____

Plaintiff and defendant have reached an agreement resolving all of the issues in this divorce proceedings. Plaintiff and defendant's entire agreement is set forth in this Settlement Agreement.

a. 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, and date of birth are:

Full Name: _____
First Middle Last
Address: _____
Street Address Apt. No.

City County State Zip
Date of Birth: _____

2. Defendant's full name, address, and date of birth are:

Full Name: _____
First Middle Last

Street Address Apt. No.

City County State Zip
Date of Birth: _____

3. Plaintiff and defendant were married on _____, in the City of _____, County of _____, State of _____.

4. Plaintiff and/or defendant lived in North Dakota for the entire six (6) months immediately before serving this Complaint for Divorce.

5. Plaintiff is a member of the armed forces: Yes _____ No _____

6. Defendant is a member of the armed forces: Yes _____ No _____

7. Irreconcilable differences have arisen between the parties making the continuation of the marriage impossible.
8. An Adult Abuse Protection Order or Restraining Order is in effect regarding plaintiff or defendant:
 Yes _____ No _____
 If YES, the order protects plaintiff _____ defendant _____. The Order was filed in _____ County on the following date _____ and the court filed number is _____.
9. There are no minor or dependent children born or expected to be born of this marriage.
10. Plaintiff has the following sources of monthly income:

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

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 property 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 property 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 property 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, described 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, described 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 not intent to defraud or mislead anyone by changing his/her name.

24. Defendant wants to change his/her name: Yes _____ No _____

If YES, the new name is _____ and plaintiff has not 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 not effect. If the Court does not approve this Agreement, the parties shall be advised and shall be given 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 for his or her separately incurred debts and may not ask the other party to help pay those debts.
- Plaintiff 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 name shall be change to: _____

_____ Does Not Apply

12. Defendant name shall be change 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.

